

V.O.CHIDAMBARANAR PORT TRUST
CIVIL ENGINEERING DEPARTMENT



TECHNICAL BID

Name of Work: Resurfacing the bituminous surface and rectifying undulations in paver block area at additional berth inside Green Gate at VOC Port Trust.

NAME OF WORK: Resurfacing the bituminous surface and rectifying undulations in paver block area at additional berth inside Green Gate at VOC Port Trust.

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1. Notice Inviting Tender (NIT)

V.O.CHIDAMBARANAR PORT TRUST

CIVIL ENGINEERING DEPARTMENT

Notice Inviting Tender (NIT)

(Only through E-Tendering Portal)

VOCPT E-Tendering Website: <https://etenders.gov.in/eprocure/app>

VOCPT Website: <https://www.vocport.gov.in>

NIT.No:05CE/HMD/2021-22/D.1488

Date:22.06.2021

Online tender is invited by V.O.Chidambaranar Port Trust, Tuticorin from registered civil contractors under organizations such as State/Central Government Departments/Public Sector Undertakings/CPWD/National Highway Authority of India/Railway/Military Engineering Services and Major Ports for the following work.

i	Name of work	Resurfacing the bituminous surface and rectifying undulations in paver block area at additional berth inside Green Gate at VOC Port Trust
ii	Estimate cost put to tender	Rs.2,63,93,837/- (Rupees Two Crores Sixty Three Lakhs Ninety Three Thousand Eight Hundred and Thirty Seven only)
iii	Earnest Money Deposit (EMD)	Rs.5,27,880/- (Rupees Five Lakhs Twenty Seven Thousand Eight Hundred and Eighty only) EMD payment made by the bidders should only through online payment gateway in CPP Portal mode. Otherwise his/her/their tender will be rejected.
iv	Cost of tender document	Nil
v	Downloading of Tender from VOCPT online e-tendering website.	23.06.2021 to 06.07.2021 upto 15:00Hrs.
vi	Last Date and Time for submission of Tenders online.	06.07.2021 upto 15:00 Hrs.
vii	Online Technical bid opening date and time.	07.07.2021 at 15:30 Hrs.
viii	Period of completion	Four Months
ix	Validity of Tender	120 Days

Note: The Contractor must attach Notary Attested Documentary evidence for the registration of Civil Engineering Contractor along with value of registration in respective organization indicated in the tender notice. Failing which, their tender will not be considered.

2. Minimum qualifying criteria (MQC):

Firm /Company (hereinafter referred to as "The Tenderer") shall meet the Minimum Qualifying Criteria as follows:

A) Work Experience: The Tenderer shall have successfully completed the similar work during the last seven years ending up to **30th of APRIL 2021**, with either the follows;

a) Three completed similar works, each similar work costing not less than – **Rs.1,05,57,535/-**

(Or)

b) Two completed similar works, each similar work costing not less than – **Rs.1,31,96,918/-**

(Or)

c) One completed similar work costing not less than – **Rs.2,11,15,069/-**

Note:-

Similar Works Means: Any type of Construction/Maintenance of roads/yards/runways/parking area using bituminous surface.

B) Financial Position: Average Annual Financial Turnover of the Tenderer during last three financial years (i.e) **2017-18, 2018-19 and 2019-20** shall be atleast – **Rs.79,18,151/-**.

3. General Conditions:

1. The tender documents and other relevant documents are required to be submitted only through e-tender mode offered in the website <https://etenders.gov.in/eprocure/app>.
2. The e-Tender will not be considered who have ongoing litigation against the VOCPT. If such tenderer submit the tender document through e-tender, the amount paid towards the Earnest Money Deposit will be forfeited.
3. EMD payment made by the bidders should only through online payment gateway in CPP Portal mode without which the Tender will not be considered. EMD in any other form will not be accepted.

4. Tenders which are in any way incomplete will not be considered.
5. The Ports reserves the rights to waive any formality thereof or to reject any or all the tenders without assigning any reason and not bound itself to accept the lowest tender.
6. The tenderer while uploading their document shall also upload the undertaking as **Annexure-I** instead of uploading of signed tender documents failing which, the offer will not be considered for evaluation.
7. This Notice Inviting Tender shall form part of the contract agreement.
8. The tenderer shall furnish the GSTIN, PAN, ESI, EPF registration code document.

9. **Extra/ Additional Security Deposit (E/ASD) & Its Calculation:**

Over and above the E.M.D, tenderer quoting rebate more than 15% on the cost of work put to tender shall have to pay an 'Extra / Additional Security Deposit (E/A.S.D)' separately. E/ASD wherever applicable will be collected from the successful bidder along with the Initial Security Deposit (ISD) after issuing the Letter of Intent (LOI). Back-out from the offer by the successful bidder after issue/ receipt of LOI or non deposit of E/ASD by the successful bidder will liable for forfeiture of EMD and debarment of the bidder from participating in any future tender of VOCPT. E/ASD may be accepted in form of RTGS/NEFT/any other e-mode payable V.O.Chidambaranar Port Trust, Tuticorin, Tamilnadu State, India or Bank Guarantee.

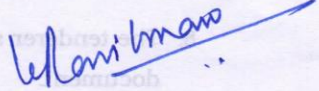
$$\text{Extra/Additional Security Deposit (E/A.S.D)} = \frac{A \times \text{cost of work put to tender}}{100}$$

Where A = Percentage rebate quoted on the cost of work put to tender by the tenderer minus 15 (Fifteen).

Example: If the tenderer desires to quote percentage rebate 25% (Twenty five) percent, then the Extra/Additional Security Deposit (E/A.S.D) shall be worked out as under.

$$\text{E/A.S.D Amount} = \frac{(25 - 15)}{100} \times \text{cost of work put to tender}$$

Note: The RTGS/NEFT or Bank Guarantee shall be valid upto maintenance period of contract. The E.A.S.D will be released on satisfactory completion of the work/after completion of maintenance period.


CHIEF ENGINEER

Copy to:

1. All Head of Department / VOCPT
 2. Chief Vigilance Officer/VOCPT
 3. The Superintending Engineer(C)
 4. The Executive Engineer / PWD, Sivankoil Street, Tuticorin -2.
 5. The Chief Engineer, Tuticorin Thermal Power Station, Tuticorin 4.
 6. The IEM, VOCPT
 7. Notice Board.
- } Through e-mail

SECTION - I

2. FORM OF TENDER

(Note: This Memorandum form part of the Tender)

To

The Chief Engineer,

V.O.Chidambaranar Port Trust,

Tuticorin - 628 004.

Tamil Nadu, INDIA.

Sir,

1. Having visited the site and examined the Drawings, conditions of Contract , specifications, Schedules and Bill of Quantities for the above named work, we offer to execute the work of **“Resurfacing the bituminous surface and rectifying undulations in paver block area at additional berth inside Green Gate at VOC Port Trust”** in conformity with the said drawings, conditions of Contract, Specifications, Schedules and Bill of Quantities for a sum quoted in this tender of the bill of quantities is to be executed.
2. We undertake, if our Tender is accepted, to achieve completion of the various sections of the works within the periods specified in this schedule.
3. If our Tender is accepted we will furnish a performance security in the form of irrevocable Bank Guarantee from a Nationalized Bank / Scheduled Bank having its branch at Tuticorin and payable at Tuticorin to be bound in a sum equivalent to 5% of the accepted Tender value approved by the Employer of the Contract.
4. We agree to abide by this tender for a period of 120 days from the date fixed for receiving the same or for such further period as may be mutually agreed upon and it shall remain binding upon us and may be accepted at any time before the expiration of that period or such further period as may be mutually agreed upon. If we fail to abide by our tenders during the above said period of three calendar months or such extended period as mutually agreed upon, the Port shall be at liberty to forfeit the Earnest Money Deposit paid by us.
5. Unless and until a formal Agreement is prepared and executed, this Tender, together with your written acceptance thereof, shall constitute a binding Contract between us.
6. We understand that you are not bound to accept the lowest or any Tender you may receive.

7. If our Tender is accepted we understand that we are held fully responsible for the due performance of the Contract.
8. We have furnished Earnest Money Deposit for an amount of **Rs.5,27,880/- (Rupees Five Lakhs Twenty Seven Thousand Eight Hundred and Eighty only)** made by bidder should paid only through online payment gateway in CPP Portal mode, which is not to bear interest. If our tender is not accepted, the Earnest Money Deposit shall be returned to us on our application within 15 days after the date of award of contract. If our Tender is accepted the earnest money shall be adjusted against the Security Deposit at 5% of the Contract value as may be required for the faithful performance and proper fulfillment of the Contract and executed the Contract Agreement as required by the terms of this Tender.
9. We further agree that in addition to the Performance Security, Security Deposit as described in Sub-Clause 4.6.2.2 of the General conditions of Contract with good and faithful performance and proper fulfillment of the Contract, we shall permit the Port at the time of making any payment to us for work done under the Contract to deduct at the rate of 10% of the total value of the interim certificate from each interim certificate towards Security Deposit till 5% of the Contract sum is realized.
10. We agree to execute all the works referred to in the Tender documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered.

Yours faithfully,

..... Signature

In the capacity of

2.0 INSTRUCTIONS TO TENDERERS

- 2.1.** E-Tenders are invited by V.O.Chidambaranar Port Trust in two Bid system (i.e,) Bid-I (Technical Bid), Bid-II (Price Bid) from resourceful, experienced and bonafide Contractors/ reputed firms for the work **“Resurfacing the bituminous surface and rectifying undulations in paver block area at additional berth inside Green Gate at VOC Port Trust”**.
- 2.2.** The e-tender will be opened on **07.07.2021** at **15.30 hrs** in the Office of Executive Engineer.
- 2.3.** The Tenderer is advised to acquaint himself with the job involved at the site, examine soil conditions, hydrological conditions, climatic conditions, availability of labour, quarry materials, equipments, means of transport, communication facilities, entry restrictions to the Port, being a custom bound secured area, laws and bye-laws of Government of Tamil Nadu or Government of India and any other statutory bodies and collect all information that may be necessary for preparing and submitting the Tender and entering into the contract.
- 2.4.** The Tenderer shall bear all the costs of visiting the site, collecting the information and for preparing and submitting the Tender.
- 2.5.** The Tenderer and or his workers and agents will be granted permission to visit the site for the purpose of inspection. The Tenderer will be fully responsible for any injury (whether fatal or otherwise) to himself or his workers and agents or for any loss or damage to property or for any other loss, damage, costs and expenses whatsoever caused which but for the granting of such permission would not have arisen. The Tenderer will be liable to indemnify the Employer against any loss or damage to the property of the Employer or neighboring property which may be caused due to any act of the Tenderer or his workers and agents.
- 2.6.** The Tender prepared by the Tenderer, all documents and correspondence in respect of or in connection with the Tender and the work to be executed hereunder shall be in English Language only.
- 2.7.1.** The Tenderer shall examine carefully, all instructions, General Conditions of Contract, Specifications, Bill of quantities, Scope of work, Drawings etc. and all documents issued along with and for the purpose of Tender, any amendments made thereto from time to time, conditions, nature of the ground and substrata, quantity and nature of work, materials necessary for the completion of work, the surface conditions, the hydrological and climatic conditions, means of access to the site, the existing roads and

other means of communication, required pollution control measures in the working areas, and in general shall be deemed to have been examined and obtained all necessary information as to risks, contingencies and other circumstances which may influence or affect his Tender. Failure to comply with the requirements of the Tender documents will be on Tenderer's own risks. Tenders which are not substantially responsive to the requirement of the Tender documents are liable to be rejected. The contract price shall not be subject to any adjustment in respect of raise or fall in the cost of labour, materials, fuels or any other matter affecting the cost of execution of the contract.

- 2.7.2.** All Central and State Governments duties, taxes and levies payable by the Contractor under the contract or for any other cause, shall be included in the rates, prices and amounts submitted by the Tenderer.
- 2.8.** Tenderer shall bear all costs for preparation and submission of his Tender. Employer will not be responsible for or pay for any expenses or losses which might be incurred or suffered by any Tenderer in connection with submission of Tender.
- 2.9.** No Tender shall be considered which is not accompanied by an Earnest Money Deposit of **Rs.5,27,880/-** (Rupees Five Lakhs Twenty Seven Thousand Eight Hundred and Eighty only). EMD payment made by the bidders should only through online payment gateway in CPP Portal mode. Otherwise his/her/their tender will be rejected. In the event of Tenderer withdrawing his Tender before the expiry of 120 days from the last date of submission of Tender, the Tender shall be cancelled and the amount payable by an Earnest Money Deposit shall become forthwith payable to Employer and decision of the Employer shall be final in that behalf. The Earnest Money Deposit of unsuccessful Tenderer will be released to other than L1 tenderer within 15 days from the date of award of contract. The Earnest Money Deposit in respect of successful Tenderer will be forfeited, if he fails to enter into a contract or furnish necessary performance security within 15 days from the date of award of contract. No interest shall be payable by the Employer on the EMD mentioned above.
- 2.10** The Tenderer shall furnish his Permanent Account Number (PAN), GST registration number if any along with the Tender. Xerox copies shall be furnished.
- 2.11.** The Tenderer must use metric units in the specifications and on all the drawings.
- 2.12.** The Tenderer shall quote realistic rates in respect of works to be executed by him. The rates shall be firm and final and no increase or decrease in prices will be allowed as mentioned in the General Conditions of Tender document. It must be clearly

understood that the rates quoted in the tender are to include everything required to be done in the Notice inviting Tender, Instruction for Tendering, Tender Conditions of Contract, Specification, Bill of Quantities, Schedules and Drawings referred to therein and also for all such work as is necessary for the proper completion of the contract, although specific mention thereof may have been omitted. The rates are for finished items of Works and should be inclusive of cost of all materials, labour, hire charges of Tools & Plant ladder, scaffolding and incidentals necessary for carrying out the works.

2.13. The Employer reserves the rights to reject all or any Tender or to accept any Tender in part or to annul the tendering process at any stage without assigning any reason & do not bind themselves to accept the lowest or any other Tender. No reasons will be assigned for the rejection of any Tender.

2.14. The Tender documents will not be issued to the Tenderers who have ongoing litigation against the V.O.Chidambaranar Port Trust. If such Tenderers submit the Tender documents downloaded from Port website, the same will not be considered and the amount paid towards cost of EMD will not be refunded.

2.15. The Tender shall remain valid and open for acceptance for a period of **120 days** from the last date fixed for receiving the same. The Employer reserves the rights to extend the period of validity for a specific time. The request and the response thereto shall be made in writing or by telegram or telex. The Tenderers will have an option to refuse the request without forfeiting his EMD. However, in the event of the Tenderer agreeing to the request, he will not be permitted to modify his Tender.

2.16 Eligibility and Qualification requirement

2.16.1. To be eligible for award of contract, Tenderer shall provide evidences satisfactory to the employer of their eligibility and of their capability and adequacy of resources to carry out the subject contract effectively in addition to documents evidencing fulfillment of all the minimum qualifying criteria as stipulated in the "**Notice Inviting Tender**". The Tenderer shall also submit the following information.

- a) Copies of Registration of Firm defining the constitution or legal status, place of registration and principal place of business of the company or firm or partnership.
- b) Details of the experience and past performance of the Tenderer on works of a similar nature works during the past seven years ending upto **30th of APRIL 2021**, and other contractual commitments in the format prescribed in **Schedule-C** of the Tender Documents.

- c) Qualifications and experience of the key personnel proposed for administration and execution of the contract both on & off site, in the format prescribed in **Schedule-E** of the tender document.
- d) List of Equipment of construction plant and equipment in the format prescribed in **Schedule-A**.
- e) Reports on the financial standing of the Tenderer including profit and loss statements, balance sheets and auditor's reports for the past three years in **Schedule-F**.
- f) Information regarding any current litigation in which the Tenderer is involved.

2.16.2. For determination of eligibility and responsiveness the Tenderer shall, in addition to satisfying the requirement of sub clause 2.15 also satisfy the following criteria.

The Tenderer shall meet all the following minimum qualifying criteria:

A) Work Experience: The Tenderer shall have successfully completed the similar work during the last seven years ending up to **30th of APRIL 2021**, with either the follows;

- a) Three completed similar works, each similar work costing not less than - **Rs.1,05,57,535/-**
(Or)
- b) Two completed similar works, each similar work costing not less than - **Rs.1,31,96,918/-**
(Or)
- c) One completed similar work costing not less than - **Rs.2,11,15,069/-**

Note:-

Similar Works Means: Any type of Construction/Maintenance of roads/ yards/ runways/ parking area using bituminous surface.

B) Financial Position: Average Annual Financial Turnover of the Tenderer during last three financial years (i.e) **2017-18, 2018-19 and 2019-20** shall be atleast - **Rs.79,18,151/-**.

2.17. At any time prior to the last date for submission of tenders, the Employer may for any reason what so ever, change or modify the Tender documents by amendments. The amendments so carried out will be forwarded to all the prospective Tenderers who have obtained the Tender documents. The amendment so carried out will form part of the Tender and shall be binding upon the Tenderers. The Employer may at his discretion extend the last date for submission of the tenders to enable the Tenderers to get reasonable time to submit their Tender after taking into consideration such amendments.

- 2.18. The Tenderer shall submit the entire content of the Tender and shall be without any alterations, erasures except those to accord with the instructions issued by the Employer or as may be necessary to correct errors made by the Tenderers. All such cancellations, alterations or amendments shall be signed / attested by person or persons signing the Tender.
- 2.19. The completed Tender shall be submitted only through e-tender mode offered in the website <https://etenders.gov.in/eprocure/app>.

Bid No. I & II

- 2.20 **Name of work:** “Resurfacing the bituminous surface and rectifying undulations in paver block area at additional berth inside Green Gate at VOC Port Trust” Both these BIDS shall be put together through e-tender not later than the prescribed time and date as per NIT. The Tender (Technical Bid) will be opened on the next day of last date of submission of bid on 07.07.2021 @ 15.30 hours. Date of opening of Bid-II of qualified Tenderers will be intimated later. If necessary, additional sheets may be added to the forms. Tenders are liable to be rejected if relevant details are not furnished as per enclosed formats and which do not meet the pre-qualification requirement as specified in the Tender notice.

The Tenderer may furnish along with his e-Tender any additional information which in his opinion will highlight his capability to perform and a covering letter declaring the offer to be unconditional confirming its validity for 120 days and a list of all documents submitted in the Bid I & II.

(A) Bid – I (Technical Bid)

It shall contain the following general information and Technical Proposals:

- i. "Earnest Money Deposit" of **Rs.5,27,880/- (Rupees Five Lakhs Twenty Seven Thousand Eight Hundred and Eighty only)** payment made by the bidders should only through online payment gateway in CPP Portal mode.
- ii. Scanned Copies of original document defining the constitution or legal status, place of registration and principal place of business of the company or firm or partnership, duly attested by a Notary.
- iii. Details of experience and past performance of the Tenderer of works of similar nature works within the past 7 years and details of current works on hand and other contractual commitments in the prescribed Forms respectively.
- iv. The qualifications and experience of key personnel proposed for administration and execution of this contract, both on and off site, in the prescribed forms.

- v. Major items of plant and equipment proposed for use in executing the contract is mentioned in the prescribed form.
- vi. Reports on the financial standing of the Tenderer including profit and loss statement, balance sheets and auditor's report for the past three years in the prescribed form.
- vii. The Tenderer may furnish Scanned copy of latest assessment of Income Tax return filed with IT Department.
- viii. Construction schedule/Equipment schedule/Employment schedule: The Tenderer should give construction schedule keeping in view the overall time period, requisite equipments and labour to accomplish the job in the stipulated period.
- ix) Information regarding any current litigation in which the Tenderer is involved.
- x) The Tenderer has to meet all the minimum qualifying criteria. Relevant information supported by documentary evidence regarding fulfillment of the minimum qualifying criteria as stipulated in Notice Inviting Tender should be submitted along with the e-Tender.
- xi) Scanned copy of Power of attorney for the person who is authorized to sign the Tender and carrying out the works when awarded.
- xii) **Technical Proposal:**
The Tenderer should give the technical proposal indicating.
 - 1. Detailed method of statement for carrying out the work inter-alia, indicating, the plant and equipment owned by them and plant and equipment they propose to arrange for this work.
 - i. The hot mix plant location should be in such a way that the temperature component of the mix is maintained as per MORT& H Specifications.
 - ii. Full Lab facilities to be provided adjacent to the plant site with lab assistant.
 - 2. Tenderers own quality control management plan & details of testing equipment available with the Tenderer. Details of the field laboratory and back up facilities for testing should be specified.
 - 3. If the Tenderer has carried out any work as specified in the eligibility criteria of NIT with Private Organizations, the tenderer has to produce certificate of deduction of Income Tax at source.
- xiii) Covering letter declaring the offer to be unconditional confirming its validity for **120 days** and list of all the documents submitted in the Bid 1 & 2.

(B) Bid -II (Price Bid)

The second bid shall contain the Bill of Quantities as issued by the Port and duly completed indicating the rates for all items of Bill of Quantities (BOQ) and the total cost. It should not contain any conditions, clarifications but only rates and the total cost as specifically sought in the BOQ. Following may also be noted for strict compliance:

- i. The Tenderer should quote for the work as per the Technical Specifications and scope of the work as specified in the e-Tender document.

(C) The Tenderer should note the following before submission of offer: Regarding work experience of Tenderer:

- i. The work experience as for as a main contractor is acceptable and not as a sub –contractor.
- ii. If the contractor has executed the work directly with any Government/Public Sectors, such executed works are considered as main contractor. If the contractor has executed the works in Private Sector, then they have to submit Tax Deduction at Sources (TDS) certificate.
- iii. If the tenderer executed the work in private organization TDS deducted the percentage equivalent main contractor. Such cases are considered as main contractor. Work executed as Sub-Contractor will not be considered for evaluation of bids.
- iv. The completed works only is considered for qualification. Partly completed works or works in progress shall not be considered for evaluation of bids.
- v. Experience of the Tenderer for the completed works including material and workmanship shall be considered with respect to work order and respective work completion certificate issued by the concerned authority.
- vi. If the tenderer have successfully completed the work (date of completion of work i.e physically / actually completion irrespective of maintenance period) during last 7 years ending last day of month previous to the one in which applications are invited irrespective of date of commencement / start of work. Such experience of work is also considered for evaluation in work experience.
- vii. Once after submission/ uploading of the bid by the tenderer, it will not be permitted to withdraw the same. If any instructions are received from the tenderer to withdraw the submitted bid on or before the scheduled date and time of tender opening, their bid shall be opened and Earnest money submitted shall be forfeited. Subsequently their offer shall be treated as non-responsive and disqualified.

- viii. Any instructions received from the tenderer after opening of the bids such as withdrawal of bid / modification of bid etc. Such instructions shall not be considered and their bids shall be evaluated as per tender conditions.
- ix. Individual work experience certificate issued by the competent authority against the eligibility criteria shall be submitted along respective work , work order
- x. If the tenderer has executed “similar works” any type of Construction/Maintenance of roads/yards/runways/parking area using bituminous surface.

Tenderer has to submit all copies of documents enclosed along with Bid No.1 (Technical Bid) with the attestation of Notary Public.

2.20 Opening of Tender:

On the date and time specified in the Tender notice, following procedure will be adopted for opening of the Tender.

2.20.1 Bid -I (Technical Bid)

Bid-I of all the Tenderers will be opened by the Chief Engineer or his representative, **on 07.07.2021 at 15.30 hours.**

The Tenderer's name, contents of the forwarding letter, the availability of requisite Earnest Money Deposit, and such other details as the Employer at its discretion, may consider appropriate, will be announced at the time of e-Tender Opening for which Tenderer's authorized representative can be present.

2.20.2 Bid No.-II (Price Bid)

The Bid No.-II shall be opened on a date to be fixed later and intimated to all the responsive and eligible Tenderers to enable them to be present at the opening, if they so wish. The Bid No -II shall be opened if the Tenderer's submission in Bid No.-I satisfies / includes all requirements and the same are found acceptable to the Employer, V.O.Chidambaranar Port Trust.

2.20.3. Conditional e-Tender will be rejected outright considering it as non responsive offer and the e-Tender will be liable to be rejected outright if it is found that:

- i. The Tenderer proposes any alteration in the work specified in the e-Tender or in time allowed for completing the works or indicate any other condition.

- ii. Disclosure / indication of the price in the technical bid shall render the e-Tender disqualified and rejected.
- 2.21.** After the opening of e-Tenders, information relating to the examination, clarification evaluation and comparisons of Tenders and recommendation concerning the award of contract shall not be disclosed to Tenderers or any other(s) any efforts by the Tenderer to influence the Employer, in the process of examination, clarification, evaluation and comparison of tenders and decisions concerning award of contract may result in the rejection of the Tender.
- 2.22.** To assist in the examination, evaluation and comparison of tenders, the Employer may ask Tenderers, individually for clarifications of their tenders. The request for clarification and the response shall be in writing or by cable or by telex, but no change in price or substance of the Tender shall be sought, offered or permitted nor the Tenderer be permitted to withdraw his Tender before the expiry of the Tender validation period.
- 2.23.** The Employer will determine whether the Tender is substantially responsive to the requirements of the Tender documents. For the purpose of this clause a substantially responsive Tender is one which inter-alia confirms to all the terms, general conditions and specifications of the Tender documents and Technically suitable.
- 2.24.** Tenders determined to be responsive will be checked by the Employer for any arithmetical errors in computation and summation as under:
 - (i) Where there is discrepancy between amounts in figures and words, the amount in words will govern and-
 - (ii) Where there is a discrepancy between the unit price and total amount derived from the multiplication of the unit price and the quantity, the unit price as quoted will govern.
- 2.25.** Prior to the expiration of the prescribed period of Tender validity or such extended period the Employer will notify the successful Tenderer, by cable or telex, fax confirming in writing by registered letter that his Tender has been accepted. The notification of award will constitute the formation of the contract. Upon the furnishing by the successful Tenderer of a performance security in accordance with the provisions of clause 4.6.2.1 of General conditions of contract, the Employer will promptly notify the unsuccessful Tenderers that their tenders have been unsuccessful.

- 2.26.** All cost, charges and expenses including stamp duty in connection with contract as well as preparations and completion of agreement shall be borne by the Tenderers.
- 2.27.** The Contractor shall, in accordance with the requirement of the Employer, afford all reasonable opportunities for carrying out their work to any other Contractors employed by the Employer and their workmen and to the workmen of the Employer and of any other duly constituted authorities who may be employed in the execution on or near the site of any work not included in the contract or of any contract which the Employer may enter into in connection with or ancillary to the works.
- 2.28** The Technical Bids of the Tenderers will be evaluated based on the whole work stipulated in Bid -II.

3. APPENDIX TO TENDER

IMPORTANT CLAUSES

Description	Clause No.	Remarks
Earnest Money Deposit	4.6.2	Rs.5,27,880/- (Rupees Five Lakhs Twenty Seven Thousand Eight Hundred and Eighty only) EMD payment made by the bidders should only through online payment gateway in CPP Portal mode.
Performance Security	4.6.2.1	5 % of accepted Tender Value
Security Deposit	4.6.2.2	A sum @ 10% of the gross amount of the bill shall be deducted from each Running Bill of the Contractor till the sum along with the sum already deposited as EMD will amount to Security Deposit of 5% of the contract price.
Service Tax	4.6.2.6	Standard clause - Deleted
INSURANCE		
	4.6.12	Insurance of works
	4.6.13	Damage to Persons & Property
	4.6.14.1	Third Party Insurance
	4.6.14.2	Minimum amount of Third party Insurance of Rs.10.00 Lakhs for any one incident with provision for reinstatement to the above value after every incident.
	4.6.15.1	Accident or Injury to workmen
	4.6.15.2	Insurance against accident etc to workmen
	4.6.16	Remedy on contractor failure to insure
Traffic Regulations	4.6.19.1	To follow the Port Traffic Regulations & Rules
Supply of material	4.6.23	All the materials required for execution of work are to be arranged by the Tenderer.
Labour	4.7	Engagement of Labour.
Cost of samples	4.8.1.2	To be supplied by the Tenderer at his cost
Cost of tests	4.8.1.3	To be borne by the Tenderer

Description	Clause No.	Remarks
Time of completion	4.9.3	4 (Four Months)
Compensation for delay	4.9.7.1	1% of contract value per week or part thereof subject to maximum of 10% Contract Price.
Period of maintenance	4.10.1.1	The period of maintenance is 12 months.
Variation limit	4.11.1.1	Contract Price Variation limit.
Time within which payment to be made after certification of bill by Engineer	4.14.1	75% of net amount of interim certificate within 10days and balance within 30days.
Entry of labour & vehicles into Green Gate /Red Gate /Zone-B	4.24	Tokens for entry for labour and vehicles on payment by the Tenderer
Escalation / increase or Decrease of cost	4.28	
Power supply	5.4.1	
Water supply	5.4.2	
Facilities for housing labour	5.4.3	
Indicative lead statement	5.17	
Law governing the contract	4.18.2	
E.S.I.		
E.P.F.		

4. GENERAL CONDITIONS

4.1.0. DEFINITIONS AND INTERPRETATION

4.1.1. Definitions

In the Contract (as hereinafter defined) the following words and expressions shall have the meanings hereby assigned to them, except where the context otherwise requires:

- a) **"Employer"** means the Board of Trustees of V.O.Chidambaranar Port Trust or their successors and assigns, acting through its Chairman or any other Officer so nominated by the Board.
- b) **"Contractor"** means the person or persons, firm or company whose Tender has been accepted by the Employer and the legal Successors in title to such person, but not (except with the consent of the Employer) includes the contractor's personal representatives, Successors and any assignee of such persons.
- c) **"Engineer"** means the Chief Engineer / Civil of the VOCPT or his Successor in office.
- d) **"Engineer's Representative"** means any Representative of the Engineer to perform such duties as mentioned in Clauses 4.2.1 and 4.2.2 hereof whose authority shall be notified in writing to the Contractor by the Engineer.
- e) **"Works"** means the works to be executed in accordance with the Contract.
- f) **"Contract"** means the Notice Inviting the Tender, the Tender and acceptance thereof and the formal Agreement, if any, executed between the Employer and the Contractor together with the documents referred to therein including these Conditions with appendices and any Special Conditions, the Specifications, Designs, Drawings, Priced Schedule / Bill of Quantities and Schedule of Rates. All these documents taken together shall be deemed to form one Contract and shall be complementary to one another.
- g) **"Contract Price"** means the sum named in Tender subject to such additions thereto, or deductions there from as may be made under provisions hereinafter contained.
- h) **"Constructional Plant"** means all appliances or things of whatsoever nature required in or about the execution, completion or maintenance of the works or Temporary Works (and hereinafter defined) but does not include materials or other things intended to form or forming part of the permanent work.
- i) **"Permanent Work"** means the permanent works to be executed and maintained in accordance with the Contract.

- j) **"Temporary Work"** means all temporary works of every kind required in or about the execution, completion or maintenance of the works for which no payment will be made by the Port.
- k) **"Drawings"** means the drawings referred to in the specification and any modification of such drawings approved in writing by the Engineer and such other drawings as may from time to time be furnished or approved in writing by the Engineer.
- l) **"Site"** means the lands and other places on under in or through which the works are to be executed or carried out and any other lands or places provided by the Employer for the purpose of the Contract together with such other places as may be specifically designated in the Contract as forming part of the site.
- m) **"Approved"** means approval in writing including subsequent written confirmation of previous verbal approval and "Approval" means approval in writing including as aforesaid.
- n) **"Market Rate"** means the rate as decided by the Engineer on the basis of the cost of materials and labour to the Contractor at the site where the Works are to be executed plus the percentage mentioned in Schedule to cover all overheads and profit.
- o) **"Specifications"** means the specification referred to in the Tender and any modification thereof or addition thereto as may from time to time be furnished or approval in writing by the Engineer.
- p) **"Schedule (s)"** referred to in these conditions shall means the relevant schedule(s) annexed to the Tender papers issued by the Employer.
- q) **"A Week"** means, seven days without regard to the number of hours worked in any day in the week.
- r) **"A Day"** means a day of 24 hours from midnight to the next midnight irrespective of the number of hours worked in that day.
- s) **"A Month"** means month according to Gregorian Calendar.
- t) **"A Year"** means Contract year commencing from 15th day after the date of the written order to commence the work.

4.1.2. Singular and Plural

Words importing the singular only also include the plural and vice versa where the context requires.

4.1.3. Marginal Headings or Notes

The marginal headings or notes in these general Conditions shall not be deemed to be part thereof or be taken into consideration in the interpretation or laying / construction thereof or of the Contract.

4.2.0. ENGINEER AND ENGINEER'S REPRESENTATIVE

4.2.1. Duties and Powers of Engineers Representative.

The Engineer shall carry out such duties in issuing decision, certificates and orders as are specified in the contract. The Engineer's representative shall be responsible to the Engineer

4.2.2. The duties of the Engineer's representatives are to watch and supervise the works and to test and examine any materials to be used or workmanship employed in connection with the works. He shall have no authority to relieve the contractor or any of his duties or obligations under the contract nor except as expressly provided here under or elsewhere in the contract to order any work involving delay or any extra payment by the employer nor to make any variation of or in the works.

4.2.3. The Engineer may from time to time in writing delegates to the Engineer's Representative any of the powers and authorities vested in the Engineer and shall furnish to the contractor a copy of all such written delegation of powers and authorities. Any written instructions or approval given by the Engineer's Representative to the contractor within the terms of such delegation (but not otherwise) shall bind the contractor and the employer as though it had been given by the Engineer provided always as follows:

- a) Failure of the Engineer's Representative to disapprove any work or materials shall not prejudice the power of the Engineer thereafter to disapprove such work or materials and to order the pulling down, removal or breaking up thereof.
- b) If the Contractor shall be dissatisfied by reason of any decision of the Engineer's Representative, he shall be entitled to refer the matter to the Engineer who shall thereupon confirm, reverse or vary such decision.

4.3.0. ASSIGNMENT AND SUB LETTING

4.3.1. Assignment

The Contractor shall not, assign the contract or any part thereof or any benefit or interest therein or there under without the prior written consent of the Engineer.

4.3.2. Sub-letting

The Contractor shall not sub-let the whole of the works. Except otherwise provided by the Contract, the Contractor shall not sub-let any part of the Works without the prior written consent of the Engineer (which shall not be unreasonably withheld) and such consent if given shall not relieve the Contractor from any liability or obligation under the Contract and he shall be responsible for the facts, defaults and neglects of any sub Contractor, his agents, servants or workmen. Provided always that the provision of labour on a piece work basis shall not be deemed to be a sub-letting under this Sub-Clause.

4.4.0. EXTENT OF CONTRACT

The Contract comprises the construction, completion and maintenance of works and except in so far as the Contract otherwise provides, the provision of all labour, materials, constructional plant, temporary works and everything whether of a Temporary or permanent nature required in and for such construction, completion including removal of temporary works, clearance of site and maintenance so far as the necessity for providing the same is specified in or reasonable to be inferred from the Contract. The period for completion of the work stipulated in the Tender is the essence of the Contract.

4.5.0. CONTRACT DOCUMENTS

4.5.1.1. Language

The language in which the Contract documents shall be drawn up shall be English.

4.5.1.2. Documents mutually explanatory

Except if and to the extent otherwise provided by the Contract, the provisions of the General conditions and conditions of particular application shall prevail over these of any other document forming part of the Contract. subject to the foregoing the several documents forming the Contract are to be taken as mutually explanatory of one another but in case of ambiguities or discrepancies the same shall be explained and adjusted by the Engineer who shall thereupon issue to the Contractor instructions directing in what manner the work is to be carried out.

4.5.1.3.1. If there are varying or conflicting provisions made in any one document forming part of the Contract, the Engineer shall be the deciding authority with regard to the intention of the documents.

4.5.1.3.2. Any error in description, quantity or rate in Schedule of works / items or bill of quantities or any omission there from shall not vitiate the Contract or release the

Contractor from the execution of the whole or any part of the works comprised therein according to Drawings and specifications or from any of his obligations under the Contract. No extra claim of whatsoever nature will be entertained for any omission in the description of work in the schedule.

4.5.1.3.3. It must be clearly understood that the rates quoted in the tender are to include everything required to be done in the Notice inviting Tender, Instruction for Tendering, Tender Conditions of Contract, Specification, Bill of Quantities, Schedules and Drawings referred to therein and also for all such work as is necessary for the proper completion of the contract, although specific mention thereof may have been omitted. The rates are for finished items of Works and should be inclusive of cost of all materials, labour, hire charges of Tools & Plant ladder, scaffolding and incidentals necessary for carrying out the works.

4.5.2.1. Custody of Drawings

The Drawings shall remain in the sole custody of the Engineer, but two copies thereof shall be furnished to the Contractor free of cost. The Contractor shall provide and make at his own expense any further copies required by him. At the completion of the contract the Contractor shall return to the Engineer all drawings provided under the Contract, if so desired by the Engineer.

The Contractor shall give adequate notice in writing to the Engineer or the Engineer's Representative of any further drawing or specification that may be required for the execution of the works or otherwise under the Contract.

4.5.2.2. One copy of Drawings to be kept at site

One copy of the drawings furnished to the Contractor shall be kept by the Contractor at the Site and the same shall at all reasonable times be available for inspection and use by the Engineer and the Engineer's Representative and by any other person authorized by the Engineer in writing.

4.5.3. Further Drawings and Instructions

The Engineer shall have full power and authority to supply to the Contractor by the Employer, from time to time during the progress of the works such further Drawings and instructions as shall be necessary for the purpose of the proper and adequate execution and maintenance of the Works and the Contractor shall carry out and be bound by the same.

4.6.0. GENERAL CONDITIONS

4.6.1. Contract Agreement

The Contractor shall when called so to do enter into and execute a formal Agreement with the Employer incorporating the conditions of Contract in the form prescribed by the Engineer with such modifications as may be necessary at the cost of the Contractor. All costs, charges and expenses including stamp duty incurred in connection with the Contract as well as preparations of Agreement shall be borne by the Contractor. Until such Contract Agreement is executed the acceptance of the Tender in terms of the Contract as defined in Sub-Clause 4.1.1(f) shall be binding upon the parties and shall be Contract. The Contractor shall be supplied with a copy of the Agreement free of cost.

4.6.2. Earnest Money

The amount of Earnest Money shall be **Rs.5,27,880/- (Rupees Five Lakhs Twenty Seven Thousand Eight Hundred and Eighty only)** made by bidder should paid only through online payment gateway in CPP Portal mode. Without EMD the Tender will not be considered. E.M.D in any other form will not be accepted.

4.6.2.1. Performance Security

The Contractor shall deposit an amount equal to **5% of the accepted tender value** as performance security through RTGS/NEFT or irrevocable bank guarantee, obtained from the Nationalized Bank/Schedule Bank in the form as per specimen in the schedule having its Branch at Tuticorin and payable at Tuticorin in favour of the V.O.Chidambaranar Port Trust. The Bank Guarantee should be sent to the Port directly by the Issuing Bank through Registered Post with Acknowledgment due. A letter from the bank shall also be sent along with the bank guarantee to Employer by the employer within 15 days of placement of work order or before the commencement of work whichever is earlier. However the Chief Engineer may relax the time limit of 15 days and extend it by further period of 10 days in extraordinary circumstances for the reasons recorded by him. If the Performance security is not deposited in time as prescribed above, the work order shall stand cancelled automatically and the earnest money deposit will be forfeited. The Performance security will remain in force throughout the period of the contract, including the maintenance period of 12 month after the date of handing over of the work by the contractor to the Chief Engineer and will be refunded after successful completion of maintenance period.

4.6.2.2. Security Deposit

Security Deposit at 10% will be deducted from each running bill after adjusting the amount already deposited by the contractor as EMD subjected to a maximum accumulation of 5% of the contract price. Half of the above sum will be refunded to the Contractor, if he so desires, on substantial completion and / or handing over of the work to the satisfaction of the Engineer. The balance being held in deposit as security for satisfactorily maintaining the works free from defects for a period of 12 months after the date of completion of works. If during this period of 12 months any defects are notified which in the opinion of the Engineer are due to bad materials used and /or defective workmanship, the contractor shall be required to carry out at the contractor's cost, such repairs as the Engineer considers necessary or in the event of contractor failing to do this within a notified time, the Engineer may arrange for such repairs to be carried out and deduct the cost of such rectification of the defects from the amount retained without prejudice to the recovery of any amount that may have been spent in excess of the deposit. For purpose of this clause, the period of 12 months shall count from the date of handing over of the works by the contractor to the Chief Engineer. The amounts as stated above will not bear any interest.

4.6.2.3 Payment of Income Tax

Payment of Income Tax: Income Tax will be deducted at the rates as applicable from time to time. It is open to the contractor to make an application to the Income Tax officer concerned and obtain a certificate authorizing the department to deduct the Income Tax at such lower rates or deduct no Tax as may be appropriate to his case. Such certificate will be valid for a period specified therein unless it is cancelled by the Income Tax officer earlier.

4.6.2.4 Payment of VAT- VOIDS

4.6.2.5 Payment of Service Tax - VOIDS

4.6.2.6 Service Tax-- VOIDS

4.6.3. Inspection of Site

The Tender shall be deemed to have been based on such data regarding hydrological, climate and physical conditions, nature of ground and underlying strata as shall have been supplied by the Employer in the documents furnished to the Contractor by the Employer for the purpose of tendering. The Contractor shall nevertheless inspect and examine the site and its surroundings and shall satisfy himself before submitting his Tender as to the form and nature of the site, the quantities and nature of the work and

materials necessary for the completion of the works and the means of access to the site the accommodation he may require and in general shall himself obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect his Tender.

4.6.4. Sufficiency of Tender

The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of the Tender for the works and of the rates and prices stated in the period, bill of quantities and the schedule of rates and prices (if any) which rates & prices shall except in the Contract cover all his obligations under Contract and shall cover matters and things necessary for the proper completion and maintenance of the works.

4.6.5. Work to be done to the satisfaction of the Engineer

The Contractor shall execute, complete and maintain the works strict in accordance with the Contract to the satisfaction of the Engineer and shall comply with and adhere strictly to the Engineer's instructions and directions on any matter (whether mentioned in the Contract or not) touching or concerning the works. The Contractor shall take instructions and directions only from the Engineer or (subject to the limitations referred to in Clause 4.2 hereof) from the Engineer's representative.

4.6.6.1. Programme to be furnished

The execution of the works shall be so planned as to cause as little impediment as practicable to the working of the Port in General.

4.6.6.2. The Contractor shall submit to the Engineer within one month or further period as may be permitted by the Engineer after receipt of the acceptance letter for the Tender, a detailed PERT / CPM network based programme for completion of the work in the form of a detailed network and bar charts both in triplicate. The network shall include the various activities involved in the execution of the work and their inter-dependencies and the time required for completion of the different activities. The progress of the work shall be periodically reviewed and the network will be updated by the Contractor every three months and three copies of this shall be supplied expeditiously to the Engineer. The Contractor shall submit to the Engineer during the first week of every calendar month the up-to-date progress and the progress made during the previous month on important sections or portions of the work in relation to the network programme.

4.6.6.3. Progress Photographs

The Contractor shall arrange to take Progress Photographs on various activities every month till the completion of the project at his cost; the positions from which the photographs are to be taken shall be directed by the Engineer. The Contractor shall submit on monthly basis minimum 2 sets colour photographs (size 15 cm x 10 cm) each set containing 12 photographs in albums. Beside this, two sets of each A.4 size enlargement of 24 selected photographs from the entire work shall also be submitted to the Engineer. Prints may not be reproduced without the approval of the Engineer.

4.6.6.4 Completion Photographs, Video Film, Slides, Etc.

The Contractor shall also arrange to produce the above selected 24 photographs in slides as directed by the Engineer, a video programme of about 10 minutes duration shall be arranged to be taken covering the main features of the project from time to time and two copies of the film with commentary shall be submitted to the Engineer at the end of Contract.

4.6.6.5 The Contractor shall submit to the Engineer within one month or further period as may be permitted by the Engineer after the receipt of the acceptance letter for the Tender, a statement indicating his estimates, based on the detailed and approved network, of the gross and the net amounts that would become payable to him at the end of each month during the progress of the works, to enable the Employer to arrange for the required funds. In case a revision of such an estimate is considered necessary by the Contractor he will be allowed to furnish a revised estimate based again on approved network, provided it is received sufficiently in advance of the actual date of payment of a monthly certificate.

4.6.6.6 The Contractor shall submit to the Engineer for his approval full details and drawings for the design of any temporary works which he proposes to construct sufficiently in advance as directed by the Engineer depending on the nature of the work on the erection of any such Temporary Works commences on the site.

4.6.6.7 The submission to and approval by the Engineer or Engineer's Representative of such programme or the furnishing of such particulars shall not relieve the Contractor of any of the duties or responsibilities under the Contract in connection with the Works or Temporary Works.

4.6.7. Contractor's Superintendence

The Contractor shall give or provide all necessary superintendence during the execution of the Works and as long thereafter as the Engineer may consider necessary

for the proper fulfilling of the Contractor's obligations under the Contract. The Contractor, or his competent and authorized agent or representative approved of in writing by the Engineer (which approval may at any time be withdrawn) is to be constantly on the works and shall give his whole time to the superintendence of the same. If such approval shall be withdrawn by the Engineer the Contractor shall as soon as is practicable after receiving written notice of such withdrawal remove the agent from the Site and shall not thereafter employ him again on the Site in any capacity and shall replace him by another agent approved by the Engineer. Such authorized agent or representative shall receive on behalf of the Contractor directions and instruction from the Engineer or (subject to the limitations of Clause 4.2 hereof) the Engineer's Representative.

4.6.8.1. Contractor's Employees

The Contractor shall provide and employ on the site in connection with the execution and maintenance of the works.

- (a) Only such technical assistants as are skilled and experienced in their respective callings and such sub-agents, foremen and leading hands as are competent to give proper supervision to the work they are required to supervise and
- (b) Such skilled, semi-skilled and unskilled labour as is necessary for the proper and timely execution and maintenance of the works.

4.6.8.2. Removal of Workmen

The Engineer shall be at liberty to object to and require to Contractor to remove forthwith from the works any person employed by the Contractor in or about the execution or maintenance of the works who in the option of the Engineer misconducts himself or is incompetent or negligent in the proper performance of his duties or whose employment is otherwise considered by the Engineer to be undesirable and such person shall not be again employed upon the works without the written permission of the Engineer any person so removed from the work shall be replaced as soon as possible by a competent substitute approved by the Engineer.

4.6.8.3.Regarding Employment of Government Retired Persons

The Employer shall be at liberty to terminate the Contract if the successful Tenderer himself or any of his partners / employees or any of his directors who having held Class I post in the Port Trust prior to his retirement has failed to obtain the Port Trust Chairman's specific permission to undertake any outside employment before the expiry of two years from the date of his retirement, in accordance with the provisions

of the Regulation 4 (a) under Tuticorin Port Trust Class I employees (Acceptance of employment after retirement) Regulations, 1979.

4.6.8.4. Employment of Technical Staff

The Contractor shall employ the following minimum technical staff during the execution of this work. The technical personnel should have sufficient experience in such nature of works.

1. Two Graduate Engineer with not less than 10 years experience in this nature of work. They shall be suitably supported by adequate Technical staff at all work spots. The technical staff should be available at sites (i.e.,) Hot Mix plant, construction site, etc., at all times during the course of execution of work. They will take instructions from the Engineer / Engineer's representative as and when required by them.

In Case the Contractor fails to employ the Technical staff as aforesaid, he/they shall be liable to pay a sum of **Rs.983.85/-** per day of default in the case of Graduate Engineer and **Rs.886.20/-** per day of default in the case of Diploma Holder (Overseer).

4.6.9. Setting Out

The Contractor shall be responsible for the true and proper setting- out of the works in relation to original points, lines and levels of reference given by the Engineer in writing and for the correctness (subject as above mentioned) of the position, levels, dimensions and alignment of all parts of the Works and for the provision of the necessary instruments, appliances and labour in connection there with.

If, at any time during the progress of the Works, any error shall appear in the position, levels, dimensions or alignment of any part of the Works the Contractor on being required so to do by the Engineer or Engineer's Representative shall at his own expense, rectify such error to the satisfaction of the Engineer or Engineer's Representative. The checking of any setting out or of any line or level by the Engineer or Engineer's Representative shall not in any way relieve the Contractor of his responsibility for the correctness thereof and the Contractor shall carefully protect and preserve all bench marks sight-rails, pegs and other things used in setting out the works.

4.6.10.1. Watching and Lighting

The Contractor at his own cost shall make such provisions for the lighting the works, material and plant and shall provide all such works and lights as may be required by the Engineer or the Employer or any other authority having jurisdiction in connection with the Site together with all labour, stores and services required for their efficient

working and use at any time of day and night. He shall also provide at his own cost every description of watching and maintenance required in connection with the foregoing and all other services and for protecting and securing all places dangerous whether to the Contractor's workmen or to other persons until the work shall have been handed over to the Employer unless the Engineer shall decide that such services are no longer required.

4.6.10.2. All lights provided by the Contractor shall be placed or screened so as not to interfere with any signal lights on the Employer's railways or with any traffic lights of any local or other authority.

4.6.11.1. Care of Works

From the Commencement to the completion of works the Contractor shall take full responsibility for the care thereof and of all Temporary works and in case any damage, loss or injury shall happen to the works or to any part thereof or to any Temporary works from any cause whatsoever (save and except the Excepted Risks as defined in clauses 4.6.11.2) shall at his own cost repair and make good the same so that at completion the works shall be in good order and condition and in conformity in every respect with the requirements of the Contract and the Engineer's instructions. In the event of any such damage, loss, injury happening from any of the Expected Risks the Contractor shall if and to the extent required by the Engineer and subject always to the provisions of Clause 4.17 hereof repair and make good the same as aforesaid at the cost of the Employer. The Contractor shall also be liable for any damage to the works occasioned by him in the course of any operations carried out by him for the purpose of complying with his obligations under Sub-Clauses 4.10.1.1 to 4.10.1.4 thereof.

4.6.11.2. Excepted Risks

The "Excepted Risks" are war hostilities (whether war be declared or not) invasion act of foreign enemies, rebellion, revolution, insurrection or military or usurped power civil war or (otherwise than among the Contractor's own employee's) riot, commotion or disorder or use or occupation by the Employer of any portion of the works in respect of which a certificate of completion has been issued or a cause solely due to the Engineer's design of the Works or any such operation of the forces of nature as reasonable foresight and ability on the part of the Contractor could not foresee or responsibility provide against (all of which are herein collectively referred to as "The Excepted Risks").

4.6.12. Insurance of Works Etc.

Without limiting his obligations and responsibilities under clauses 4.6.11.1. and 4.6.11.2. hereof the Contractor shall insure at his cost in the joint names of the Employer and the Contractor against all loss or damage from whatever cause arising (other than the Excepted Risks) for which he is responsible under the terms of the Contract and in such manner that the Employer and Contractor are covered during the period of construction of the works and are also covered during the period of maintenance for loss or damage arising from a cause occurring prior to the commencement of the period of Maintenance and for any loss or damage occasioned by the Contractor in the course of any operation carried out by him for the purpose of complying with his obligations under Clauses 4.10.1.1 to 4.10.1.4 hereof

- a) The works and the Temporary works to the full value of such works executed from time to time.
- (b) The materials, constructional plant and other things brought on to the site by the Contractor to the full value of such materials, constructional plant and other things.
- (c) As in case of sinking of constructional plant and equipment for the cost of salvage of the same as assessed by the Port.

4.6.13. Damage to Persons & Property

The Contractor shall (except if and so far as the specification provided otherwise) indemnify and keep indemnified the Employer against all losses and claims for injuries or damages to any person, or any property whatsoever (other than surface or other damage to land being or crops being on the site suffered by tenants or occupiers) which may arise out of or in consequence of the construction and maintenance of the works and against all claims, demands, proceedings damages costs, charges and expenses whatsoever in respect of or in relation thereto.

Provided further that for the purposes of this Sub-Clause the expression "the Site" shall be deemed to be limited to the area defined in the specification or shown on the drawing in which land and crops will be disturbed or damaged as an inevitable consequence of carrying out of the works.

4.6.14.1. Third Party Insurance

Before commencing the execution of the works the Contractor (but without limiting his obligations and responsibilities under Sub-Clause 4.6.13 hereof) shall insure at his cost against any damage, loss or injury which may occur to any property (including

that of the Employer) or to any person (including any employee of the Employer) by or arising out of the execution of the works or Temporary works or in the carrying out of the Contract.

4.6.14.2. Minimum Amount of Third Party Insurance

Such insurance shall be effected with an insurer and in terms approved by the employer and for at least the amount stated in the tender and the contractor shall whenever required produce to the Engineer's representative the policy or policies of insurance and the receipts for payment of the current premiums.

4.6.15.1. Accident or Injury to Workmen

The Employer shall not be liable for or in respect for any damage or compensation payable at Law in respect of or in consequence of any accident or injury to any workman or other person in the employment of the Contractor or any sub-Contractor and the Contractor shall indemnify and keep indemnified the Employer against all such damages and compensation and against all claims, demands, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

4.6.15.2. Insurance against Accident etc., to Workmen

The Contractor shall insure against such liability with an insurer approved by the Employer and shall continue such insurance during the whole of the time that any persons employed by him on the Works and shall when required produce to the Engineer or the Engineer's Representative such policy of insurance and the receipt for payment of the current premium. Provided always that in respect of any persons employed by any sub-Contractor the Contractor's obligation to insure as aforesaid under this Sub-Clause shall be satisfied if the Sub-Contractor shall have insured against the liability in respect of such persons in such manner that the Employer is indemnified under the policy but the Contractor shall require such Sub-Contractor to produce to the Engineer or the Engineer's Representative when required such policy of insurance and the receipt for payment of the current premium.

4.6.16. Remedy on Contractor Failure to Insure

If the Contractor shall fail to effect and keep in force the insurance referred to in clauses 4.6.12, 4.6.14.1 and 5.16.15.1 hereof or any other insurance which he may be required to effect under the terms of Contract then and in any such case the Employer may effect and keep in force any such insurance and pay such premium or premiums as may be necessary for that purpose and from time to time deduct the amount so

paid by Employer with interest (Rate of interest as applicable is 3% above the prevailing 'Bank Rate', as announced by the Reserve Bank of India from time to time under Section 6.17.49. of R.B.I. Act,1934) as aforesaid from any money due or which may become due to the Contractor or recover the same as a debt due from the Contractor.

4.6.17.1 Giving of Notice and Payment of Fees

The Contractor shall give all notices and pay all fees required to be given or paid by any National or State Statute ordinance or other law or any Regulation or Bye-Law of any local or other duly constituted authority in relation to the execution of the works or of any Temporary Works and by the Rules and Regulations of all Public Bodies and Companies whose property or rights are affected or may be affected in any way by the works or any Temporary Works.

4.6.17.2. Compliance with Statutes, Regulations, Etc.

The Contractor shall conform in all respects with the provisions of any such statute Ordinance of Law as aforesaid and the Regulations or Bye-Laws of any local or other duly constituted authority which may be applicable to the works or to any Temporary Works and with such Rules and Regulations of Public Bodies and companies as aforesaid and shall keep the Employer indemnified against as penalties and liability of every kind for breach of any such Statue, Ordinance or Law, Regulation or Bye-Law.

4.6.18.Patents Rights and Royalties

The Contractor shall save harmless and indemnify the Employer from and against all claims and proceedings for or on account of infringement of any patent rights, design trademark or name or other protected rights in respect of any constructional plant, machine, work or material used for or in connection with the works or Temporary works or any of them and from and against all claims, demands, proceedings, damages, costs charges and expenses whatsoever in respect thereof or in relation thereto Except where otherwise specified the Contractor shall pay all tonnage and other royalties, rent and other payments or compensation (if any) for getting stone, sand, gravel, clay or other materials required for the works or Temporary works or any of them.

4.6.19.1.Traffic Regulations

Contractor shall have to make all necessary arrangements at his cost for regulating traffic day and night during the period of the contract to the entire satisfaction of the

Employer, Contractor shall have to provide necessary caution boards, barricades, flags, lights, watchmen etc., and the same shall be elegant looking / sturdy type. Contractor will have to comply with the latest Motor Vehicles Rules and Regulations for Traffic safety and shall be responsible for all claims for the accidents which may arise due to his negligence whether in regulating the traffic or in stacking materials on the road or by any other reasons. During the execution of the works of this contract the Contractor shall take care that the port traffic is not hindered by his working. All operations necessary for the execution of the works shall, so far as compliance with the requirements of the contract permits, be carried out so as not to interfere unnecessarily or access to use and occupation of public and private roads or and foot paths to or of properties whether in the possession of the Employer or of any other person. The contractor shall indemnify the employer in respect of all claims, proceedings, damages, costs, charges and expenses whatsoever arising out of or in relation to any such matters in so far as the contractor is responsible for.

4.6.20.1. Extra-ordinary Traffic

The Contractor shall use every reasonable means to prevent any of the highways or bridges communicating with or on the routes to the Site from being damaged or injured by any traffic of the Contractor or any of his Sub-Contractor and, in particular, shall select routes, choose and use vehicles, restrict and distribute loads so that any such extraordinary traffic as will inevitably arise from the moving of Plant and materials from and to the site shall be limited, as far as reasonable possible, and so that no unnecessary damage or injury may be occasioned to such road and bridges.

4.6.20.2.Special Loads

Should it be found necessary for the Contractor to move one or more loads of constructional plant machinery or pre-constructed units or parts of units of work over part of a highway or bridge falling within the jurisdiction of the Employer the moving whereof is likely to damage any highway or bridge unless special protection or strengthening is carried out then the Contractor shall before moving the load on to such highway or bridge give notice to the Engineer or Engineer's Representative of the weight and other particulars of the weight and other particulars of the load to be moved and his proposals for protecting or strengthening the said highway or bridge. Unless within fourteen days of the receipt of such notice the Engineer shall by counter-notice direct that such protection or strengthening is unnecessary then the Contractor will carry out

such proposal or any modification thereof that the Engineer shall require, at his own cost.

4.6.21. Opportunities for other Contractors

The Contractor shall in accordance with the requirements of the Engineer afford all reasonable opportunities for carrying out their work to any other contractors employed by the Employer and their workmen and to workmen of the Employer and of any other duly constituted authorities who may be employed in the execution on or near the site of any work not included in the Contract or of any contract which the Employer may enter into in connection with or ancillary to the works. If however, the Contractor shall on the written request of the Engineer or the Engineer's Representative make available to any such other Contractor or to the Employer or any such authority any roads or ways for the maintenance of which the Contractor is responsible, or permit the use by any such of the Contractor's scaffolding or other plant on the site provide any other service of whatsoever nature for any such the Employer shall pay to the Contractor in respect of such case or services such sum or sums as shall in the opinion of the Engineer be reasonable. Provided also that if the Contractor avails of similar services from such other or the Employer the Employer shall be entitled to recover from the Contractor in respect of such service such sum or sums as shall in the opinion of the Engineer be reasonable. The decision of the Engineer shall be final.

4.6.22. Supply of Plant, Materials and Labour

Except where otherwise specified the Contractor shall at his own expense supply and provide all the

- a) Constructional Plant, temporary works, materials both for Temporary and for the Permanent works, labour (including the supervision thereof) transport to or from the site and in and about the works and other things of every kind required for the construction, completion and maintenance of the works.
- b) The Contractor shall not hire out any item of plant or equipment brought by him in connection with the execution of the work under the contract to any other party in connection with any work of the latter in the Port without the written permission of the Engineer and such permission may or may not be granted by the Engineer.
- c) The Contractor shall at his own cost make due arrangements for the proper watch and safety of all materials and plant supplied to him by the Employer/ or brought by him for use on this work. The Contractor shall arrange to operate the machinery in proper

care with all safety precaution. He shall not remove such constructional plant or materials from the site without the permission of the Engineer.

- d) If any of the materials supplied or constructional plants hired out by the department are lost or damaged in any way due to negligence or carelessness on the part of the Contractor or any of his employees, the cost thereof as determined by the Engineer shall be recovered from the Contractor from any money due to him or to become due to him.

4.6.23. Materials to be supplied by the Employer

The procurement of all the necessary materials for the completion of the works shall be sole responsibility of the Contractor which shall conform to I.S. Specifications. For any delay in procurement / non-availability etc., the Contractor is solely responsible.

4.6.24. Clearance of Site on Completion

On completion of the works the Contractor shall clear away and remove from the site all construction plant, surplus materials, rubbish and temporary works of every kind and leave the whole of the site and works clean and in a workman like condition to the satisfaction of the Engineer. If not done the cost of clearing etc., will be recovered from any money due to the Contractor.

4.6.24.1. Ownership of Debris and Excavated Materials Etc.

All excavated materials, debris, etc., arising from the demolition or removal of properties, buildings or structures of the work site and all other materials or things of whatsoever nature found or being upon or excavated from the site shall remain the property of the Employer and shall not be removed by the Contractor from the site or used in the works until permission for such removal or use has been given by the Engineer in writing.

- 4.6.24.2.** Except as specifically authorized in writing by the Engineer no photographs shall be taken nor shall any photograph, articles or description of the work or the site or any part thereof be published nor shall any details of the drawings furnished to him or part thereof be disclosed by the Contractor, his employees, sub-contractors, agents and representatives.

4.6.25. Life Saving appliances and First Aid Equipments

The Contractor shall provide and maintain upon the work sufficient proper and efficient life saving appliances and first aid equipment to the approval of the Engineer and in accordance with the requirements of I.L.O. Convention No.62. The appliances and equipment shall be available for use at all times. For work carried out within the dock

area or in the vicinity of any wharf or quay, the Contractor shall abide by all the provisions of the Dock Workers (Safety, Health and Welfare) Scheme, 1961. The contractor's particular attention is drawn to Clause 43 of the said Regulation in respect of erection and maintenance of staging. Contractor shall indemnify the Port from the cases booked by the LEO for his negligence.

4.6.26. Bribes, Commission and Corrupt Gifts

Any bribe, commission, gift or advantage given, promised or offered by or on behalf of the Contractor or his partner, agent or servant or anyone on his or their behalf to any officer, servant, representative or agent of the Engineer or to any person on his behalf in relation to the obtaining or to the execution of this or any other Contract with the Employer shall in addition to any criminal liability which he may incur subject to the Contractor to the cancellation of this and all other contract with Employer and also to the payment of any loss, or damage resulting from any such cancellation. The Employer shall be entitled to deduct the amounts so payable from any money otherwise due to the Contractor during this or any other Contract. Any question or dispute as to the commission of any offense under the present Clause shall be settled by the Engineer, in such manner and on such evidence or information as he shall think fit and consider sufficient and his decision shall be final and binding on the Contractor.

4.6.27.1 Precautions against Water-Borne Deceases

Every precaution to prevent the breeding of mosquitoes on the site and all receptacles used for the storage of water must be suitably protected for this purpose and must be applied at the close of work every day.

4.6.27.2. Precautions against Air & Water Pollution

Every precaution shall be taken by the Contractor to prevent air and water pollution resulting from his operations as per requirements of the appropriate authorities.

The hazardous wastes shall be disposed off only to the genuine processors having requisite in accordance with the Implementation of Hazardous Waste Rule, 1989, notified under Environment Act, 1986 and the Rules and Regulations made there under from time to time.

4.6.28 Reservation or Right to work

The Employer reserves to himself the right anytime or times to carry out any works he thinks necessary or proper in the vicinity of the site or elsewhere.

4.6.29 Use of Port Trust Lands

The Contractor shall be permitted to use the Port land for the purpose of laying out his work yard, setting up of Hot Mix Plant, offices, stores, etc. to the extent required to be decided by the Engineer free of any rental charges. The Contractor, however, shall fix all electrical, water supply and drawings installation, as per existing local Regulations and pay charges for consumption of electrical energy and water as levied by the Port from time to time. On execution of the works the site shall be handed over to the Engineer in good state within such a date as may be intimated to him by the Engineer. The location, area and the plan of such structures must be got approved by the Engineer. But these buildings are not to be used for residential purposes.

4.6.30 Levels and Charts

The Contractor shall provide all assistance, instruments, machines, labour and materials as are normally required for taking levels for the preparation of charts and cross sections before commencement of work and after execution of works. The Contractor shall provide at his own expense experienced attendants for the Engineer or the Engineer's Representatives to assist him in taking levels and checking of alignments.

4.6.31 Inflammable Stores

The Contractor shall comply with all central and local Regulations in respect of safe storage of all inflammable stores, or other materials involving risk to third parties and shall take all special precautions required in the transport and use of such materials. The Contractor shall submit to the Engineer for approval all drawings and documents required for the construction of storage sheds or other accommodation and shall build all such storage sheds to the proper requirements.

4.6.32. Apprentices

The Contractor shall during the term of this Contract comply with the provisions of the Apprentices Act, 1981 and maintain as part of his organization a system of apprenticeship for training craftsmen. Failure on the part of the Contractor to observe the conditions and stipulations of this Clause shall be deemed to be a failure to employ a sufficient number of proper and efficient workmen within the meaning of Sub-Clause 4.6.8.1 above and all the rights and remedies of Employer therein provided including the power to determine the Contract shall be applicable in such case.

4.7.0. LABOUR

4.7.1.1. Engagement of Labour

The Contractor shall make his own arrangements for the engagement of all labour local or otherwise, and save in so far as the Contract otherwise provides for the transport, housing, feeding and payment thereof.

4.7.1.2 Supply of Water

The Contractor shall, so far as is reasonably practicable, having regard to local conditions provide on the Site, to the satisfaction of the Engineer's Representative, an adequate supply of drinking and other water for the use of the Contractor's staff and work people.

4.7.1.3. Alcoholic Liquor or Drugs.

The Contractor shall not, otherwise than in accordance with the Statutes, Ordinances and Government Regulations or Orders for the time being in force, import, sell, give, barter or otherwise dispose of any alcoholic liquor, or drugs, or permit or suffer any such importation, sale, gift, barter or disposal by his Sub-Contractors, agents or employees.

4.7.1.4. Arms and Ammunition

The Contractor shall not give barter or otherwise dispose of to any person or persons, any arms or ammunition of any kind or permit or suffer the same as aforesaid.

4.7.1.5. Festival and Religious Customs

The Contractor shall allow his labour the Government notified National and local festival holiday and also such closed holidays for the Port declared by the Employer and also have due regard to local religious and social custom in respect of labour employed by him.

4.7.1.6. Epidemics

In the event of any outbreak of illness of an epidemic nature, the Contractor shall comply with and carryout such Regulations, orders and requirements as may be made by the Government, or the local medical or sanitary authorities for the purpose of dealing with and overcoming the same.

4.7.1.7. Disorderly Conduct Etc.

The Contractor shall at all time take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst his employees and for the

preservation of peace and protection of persons and property in the neighborhood of the Works against the same.

4.7.1.8. Observation by Sub-Contractors

The Contractor shall be responsible for observance by his Sub-Contractors of the foregoing provisions.

4.7.1.9. Compliance with Regulations etc.

The Contractor shall at all times during the continuance of the Contract so far it may be necessary comply with all existing enactment's including central and state Legislation as well as an applicable Bye-Laws of any local authority regarding labour particularly the Minimum Wages Act, Factories Act, Workmen's Compensation Act, Employees Provident Fund and Family Pension Fund Act, Employees State Insurance Act, Contract Labour (Regulation and Abolition) Act, Payment of Wages Act, Maternity Benefit Act, National Festival Holiday Act, Shop and Establishment Act and shall keep the Employer indemnified against any action that may be taken against him for the contravention of provisions of the above said enactment's by the Contractor. The rates quoted by the Contractor in Bill of Quantities and Rates shall be deemed to include all expenses whatsoever the Contractor may be required to incur for the compliance with the provisions of the above said legislation. The Contractor shall make necessary arrangements for the Employer to witness the payments made by the Contractor to his staff and labour and get the certificate from the Employer as required in terms of the CPWD Contract labour Regulations. The Tenderer shall also produce copies of certificates of registration with Employees Provident Fund authorities and Employees State Insurance authorities.

4.7.1.10. Foreign Personnel

Should the Contractor find that suitable qualified and experienced personnel required for the works are not available in India in sufficient numbers and should Contractor wish to employ personnel of nationalities other than Indian the Contractor must obtain the necessary permits from the Central Government to permit foreign personnel to enter India and to work in India for this work. The Contractor shall keep the Employer fully informed of application made by him for the work permits for foreign staff and/or approvals by the Indian authorities.

4.7.1.11 Fair Wages

The Contractor shall pay the labour engaged by him on the work not less than fair wages which Expression shall mean whether for the time or piece work the labour rates or wages as fixed by the Central Public Works Departments as fair wages of the state payable to the different categories of labourers or those as notified under the Minimum Wages Act for the District for Corresponding employees of the Employer whichever may be higher.

The Contractor shall pay the labour engaged by him on the work not less than the minimum wages notified under any Central or State law as applicable to the Port and he shall not engage persons below the minimum age fixed under any such law applicable.

4.7.1.12. Wage Records

The Contractor shall maintain records of wages and other remuneration paid to his employees in such forms as may be convenient and to the requirements of the Engineer and conciliation officer, Central Ministry of Labour Government of India or such other authorized persons appointed by the State Government. The Contractor shall also exhibit the different notices as required under the Minimum Wages Act, 1949; payment of Wages Act 1936 and other Acts, Rules and Regulations made there under from time to time.

4.7.1.13.1. Inspection of Wage Records

The Engineer or the Engineer's Representative or any other person authorized by them on their behalf shall have power to make enquiries with a view to ascertain a proper observance of the fair Wage Clause. He shall also have the power to investigate into any compliance regarding any default made by the Contractor or Sub-Contractor in regard to such provisions and also the provisions made in the Contract Labour Act.

4.7.1.13.2 The Engineer shall have the right to deduct from the Moneys due to the Contractor any sum required or estimated to be required by making good the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the Contract for the benefit of the workers, non-payment of wages or of deductions made from his or their wages which are not justified by their terms of the Contract or non-observance of the Regulations.

4.7.1.14. Accidents

The Contractor shall within 24 hours of the occurrence of any accident at or about the site or in connection with the execution of the work report such accidents to the Engineer / Engineer's Representative. The Contractor shall also report such accidents to the competent authorities to whom such report is required by law.

4.7.1.15. Wage Book & Wage Slip

The Contractor shall maintain :

1. A wage book of each in such forms as may be convenient but the same shall include the following particulars:
 - i) Rate of daily or monthly wages.
 - ii) Nature of work on which employed.
 - iii) Total number of days worked during each wage period.
 - iv) Total amount payable for the work during each wage period.
 - v) All deductions made from the wages with an indication in each case of the grounds for which the deduction is made.
 - vi) Wage actually paid for each wage period.
2. A wage slip for each worker employed on the work provided that the Engineer may grant exemption for the maintenance of wage slip, if in his opinion not more than 19 persons are likely to be employed directly on the work, but in any case he will have to maintain wage books as specified in 4.7.1.16.

4.7.1.16. Preservation of Books & Slips

The Wage books and wage slips shall be preserved for a period of not less than 12 months after the date of the last entry made in it.

4.7.2. Return of Labour Etc.

The Contractor shall, if required by the Engineer, deliver to the Engineer's Representative or at his office a return in detail in such form and at such intervals as the Engineer may prescribe showing the supervisory staff and the numbers of the several classes of labour from time to time employed by the Contractor on the Site and such information respecting Constructional plant as the Engineer's Representative may require.

4.8.0. MATERIALS AND WORKMANSHIP

Quality of Materials and Workmanship & Tests

All materials and workmanship shall be of the respective kinds described in the Contract and in accordance with Engineer's instructions and shall be subjected from time to time to such tests as the Engineer may direct at the place of manufacture or fabrication or on the Site or at all or any of such places or any of the approved test houses. The Contractor shall provide such assistance, instruments, machines, labour and materials as are normally required for examining measuring and testing any work and the quality weight or quantity of any materials used and shall supply samples of materials before incorporation in the works for testing as may be selected and required by the Engineer.

4.8.1.2. Cost of Samples

All samples required for testing and comparison shall be supplied by the Contractor at his own cost at the places indicated by the Engineer if the supply thereof is clearly intended by or provided for in the specification or Bill of Quantities.

4.8.1.3. Cost of Tests

The cost of making any test shall be borne by the Contractor if such test is clearly intended by or provided for in the specification or Bill of Quantities and (in the cases only of a test under load or of a test to ascertain whether the design of any finished or partially finished work in appropriate for the purposes which it was intended to fulfill) is particularized in the specification or Bill of Quantities in sufficient detail to enable the Contractor to price or allow for the same in his Tender. In case specifications for a particular item are not in the Tender documents, relevant I.S. Specification will apply.

4.8.1.4. Cost of Tests Not Provided for, Etc.

If any test is ordered by the Engineer which is either

- a) not so intended by or provided for or
- b) (in the case above mentioned) is not so particularized (or)
- c) though so intended or provided for is ordered by the Engineer to be carried out by an independent person at any place other than the site or the place of manufacture or fabrication of the material tested then the cost of such test shall be borne by the Contractor if the test shows the workmanship or material not to be in accordance with the provisions of

the Contract or the Engineer's instructions but otherwise by the Employer.

4.8.2.1. General

Materials required for the Works, whether brought by the Contractor or supplied by the Employer shall be stored by the Contractor only at places approved by the Engineer. Storage and safe custody of materials shall be the responsibility of the Contractor.

4.8.2.2. Materials Brought to Site

All Materials brought to the site shall become and remain property of the Employer and shall not be removed off the site without the prior written approval of the Engineer. But whenever the works are finally completed and advance if any in respect of any such materials is fully recovered the Contractor shall at his own expenses forthwith remove from the site all surplus materials originally supplied by him and upon such removal, the same shall revert in and become the property of the Contractor.

4.8.3. Access to Site

The Engineer and any person authorized by him shall at all times have access to the works and to the Site and to all workshops and places where work is being prepared or hence materials, manufactured articles or machinery are being obtained for the works and Contractor shall afford every facility for and every assistance in or in obtaining the right to such access.

4.8.4.1. Examination of Work before Covering Up

No work shall be covered up or put out of view without the approval of the Engineer or the Engineer's Representative and the Contractor shall afford full opportunity for the Engineer or the Engineer's Representative to examine and measure any work which is about to be covered up, painted or put out of view and to examine foundations, etc., before permanent work is placed thereon. The Contractor shall give due notice to the Engineer's Representative whenever any such work or foundations is or are ready or about to be ready for examination and the Engineer's Representative shall without unreasonable delay unless he considers it necessary and advises the Contractor accordingly attend for the purpose of examining and measuring such work or of examining such foundations.

4.8.4.2. Uncovering and Making Openings

The Contractor shall uncover any part or parts of the Works or make openings in or through the same as the Engineer may from time to time direct and shall reinstate and make good such part or parts to the satisfaction of the Engineer. If any such part or parts have been covered up or put out of view after compliance with the requirements of Sub-Clause 4.8.4.1 and are found to be executed in accordance with the Contract the expenses of uncovering, making openings in or through reinstating and making good the same shall be borne by the Employer but in any other case all such expenses shall be borne by the Contractor and shall be recoverable from him by the Employer or may be deducted by the Employer from any money due or which may become due to the Contractor.

4.8.5.1. Removal of Improper Works and Materials

The Engineer shall during the progress of the Works have power to order in writing from time to time

- a. The removal from the Site within such time or times as may be specified in the order of any materials which in the opinion of the Engineer are not in accordance with the Contract
- b. The Substitution of proper and suitable materials and
- c. The removal and proper re-execution (notwithstanding any previous test thereof or interim payment therefore) for any work which in respect of materials or workmanship is not in the opinion of the Engineer in accordance with the Contract

4.8.5.2. Default of Contractor in Compliance

In case of default on the part of the Contractor in carrying out such order the Employer shall be entitled to employ and pay other persons to carry out the same and all expenses consequent thereon or incidental thereto shall be borne by the Contractor and shall be recoverable from him by the Employer or may be deducted by the Employer from any money due or which may be come due to the Contractor.

4.8.6.1.1 Suspension of Work

The Contractor shall on the written order of the Engineer suspend the progress of the works or any part thereof for such time or times and in such manner as the Engineer may consider necessary and shall during such suspension properly protect and secure the work so far as is necessary in the opinion of the Engineer.

The extra cost including all running wages to be paid on the Site salaries, depreciation and maintenance of plant, site on-costs and general overhead costs of the Contract incurred by the Contractor is giving effect to the Engineer's instructions under this Sub-Clause shall be borne and paid by the Employer unless such suspension is

- a) Otherwise provided for in the Contract or
- b) Necessary for the proper execution of the work or by reason of weather conditions effecting the safety or quality of the works or by some default on the part of the Contractor or
- c) Necessary for the safety of the works or any part thereof.

4.8.6.1.2 Provided that the Contractor shall not be entitled to recover any such extra cost unless he gives notice in writing of his intention to claim to the Engineer within 28 days of the Engineer's order. The Engineer shall settle and determine such extra payment to be made to the Contractor in respect of such claim as shall in the opinion of the Engineer be fair and reasonable.

4.9.0. COMMENCEMENT TIME AND DELAYS

4.9.1. Commencement of Works

The Contractor shall commence the works on site from the date of work order to commence the work from the Engineer and shall proceed with the same with due expedition and without delay except as may be expressly sanctioned or ordered by the Engineer or be wholly beyond the Contractor's control. Failure on the part of the Contractor to commence the work, without reasonable grounds which will be decided by the Engineer will entail forfeiture of the EMD to the Employer. No further correspondence on this account will be entered into with the Contractor.

4.9.2.1 Possession of Site

Save in so far as the Contract may prescribe the extent of portions of the site of which the Contractor is to be given possession from time to time and the order in which such portions shall be made available to him and subject to any requirement in the Contract as to the order in which the works shall be executed. The Employer will with the Engineer's written order to commence the works give to the Contractor possession of so much of the site as may be required to enable the Contractor to commence and proceed with the construction of the works in accordance with the programme refer to in Sub-Clauses 4.6.6.1. to

4.6.6.5. hereof (if any) and otherwise in accordance with such reasonable proposals of the Contractor as he shall by notice in writing to the Engineer make and will from time to time as the works proceed give to the Contractor possession of such further portions of the site as may be required to enable the Contractor to proceed with the construction of the works with due despatch in accordance with the said programme or proposals (as the case may be). If the Contractor suffers delay from failure on the part of the Employer to give possession in accordance with the terms of this Sub-Clause the Engineer shall grant an extension of time for the completion of the works.

4.9.2.2 Way Leaves Etc.

The Contractor shall bear all expenses and charges for special or temporary way-leaves required by him in connection with access to the site. The Contractor shall also provide at his own cost any additional accommodation out-side the Site required by him for the purposes of the works.

4.9.3 Time of Completion

Subject to any requirement in the specification as to completion of any portion of the works before completion, the whole of the works shall be completed within the time stated in the Tender **(i.e.) Four Months**. The time completion of the work shall be extended in the proportion that the altered additional or substituted work bears to the original Contract work and the Certificate of the Engineers shall be conclusive as to such proportion.

4.9.4 Extension of Time for Completion

The Contractor shall commence the works on site with the period named in the Tender after the receipt by him of an order in writing to this effect from the Engineer and shall proceed with the same with due expedition and without delay except as may, be expressly sanctioned or ordered by the Engineer or be wholly beyond the Contractor's control.

The Contractor shall maintain the rate of progress required as per schedule if the progress of work is held up owing to circumstances which, in the opinion Engineer are beyond the control of the Contractor such as war, stormy weather and for other reasonable causes the Engineer may, at his discretion, grant to the Contractor such extension of time as he considers reasonable for the completion of the work. In such circumstances, the Contractor shall apply for extension of

time within 15 days of the hindrance on account of which he desires such extension as aforesaid.

The execution of the work during the extended period also shall be only under the conditions and at the rate specified in the contract.

No claim shall be made by the contractor on the grounds of executing the work beyond the completion period stipulated in the contract.

4.9.5 Night or Sunday Work

Subject to any provision to the contrary contained in the Contract none of the permanent work shall save as hereinafter provided be carried on during the night or on Sundays (if locally recognized as days of rest) or their locally recognized equivalent without the permission in writing of the Engineer's Representative save when the work is unavoidable or absolutely necessary for the saving of life or property or for the safety of the works in which case the Contractor shall immediately advise the Engineer's Representative. Provided always that the provisions of this Sub-Clause shall not be applicable in the case of any work which it is customary to carry out by rotation or double shifts.

4.9.6 Rate of Progress

The whole of the materials, plant and labour to be provided by the Contractor hereof and the mode manner and speed of execution and maintenance of the work are to be of a kind and conducted in a manner to the satisfaction of the Engineer. Should the rate of progress of the works or any part thereof be at any time in the opinion of the Engineer too slow to ensure the completion of the works by the prescribed time or extended time for completion, the Engineer shall so notify the Contractor in writing and the Contractor shall there-upon take such steps as the Contractor may think necessary and the Engineer may approve to expedite progress so as to complete the works by the prescribed time or extended time for completion. If the work is not being carried on by day and night and Contractor shall request permission to work by night as well as by day the Engineer shall consider grant of such permission to the Contractor, will not be entitled for any additional payment for so doing. If, however, the Engineer refuses such permission, the Contractor shall not be entitled for any extension of time on the Contract on account of such refusal. All work at night shall be carried out without unreasonable noise and disturbance. The Contractor shall indemnify the Employer from and against any liability for damages on account

of noise or other disturbance created while or in carrying out the work and from and against all claims demands, proceedings, costs, charges and expenses whatsoever in regard or in relation to such liability.

4.9.7.1 Compensation for Delay/ Liquidated Damages: For slow performance or delay in the completion of work, compensation at the rate of 1% per week or part thereof of the **contract price** subject to a maximum of 10% of the total value of contract / purchase as Liquidated and ascertained damages and not by way of penalty , for every week or part thereof beyond the said period or extended period as the case may be during which the work shall remain unfinished as per Clause.4.9.4 under contract document. The total value of contract/ purchase is governed by the “Contract Price” definition under clause 4.1.1 (g) of contract document which mean the sum named in the tender subject to such additions thereto and deductions there from as may be made under the provisions of the contract.

4.9.7.2 Reduction of Compensation

If before the completion of the whole of the works any part of the works has been certified by the Engineer as completed pursuant to Sub-Clause 4.9.8 hereof and occupied or used by the Employer the liquidated damages for delay shall for any period of delay after such certificate be reduced in the proportion which the value of the part so certified bears to the value of the whole of the works.

4.9.8 Certificate of Completion of Work

As soon as in the opinion of the Engineer the works shall have been substantially completed and shall have satisfactorily passed and final test that may be prescribed by the Contract the Engineer shall on receiving a written undertaking by the Contractor to finish any outstanding work during the period of maintenance, issue a Certificate of Completion in respect of the works and the period of Maintenance of the works shall commence from the date of such certificate. Provided that the Engineer may give such a certificate with respect to any part of the works before the completion of the whole of the works and shall upon the written application of the Contractor give such certificate with respect to any substantial part of the Works which has been both completed to the satisfaction of the Engineer and occupied or used by the Employer and when any such certificate is given in respect of a part of the works such part shall be

considered as completed and the period of maintenance of such part shall commence from the date of such certificate. Provided also that a certificate of completion given in accordance with the foregoing provisions of any part of the works occupied and used as aforesaid shall not be deemed to certify completion of any ground or surface requiring reinstatement unless such certificate shall expressly so state.

4.10.0 MAINTENANCE AND DEFECTS

4.10.1.1 Definition of Period of Maintenance

In these conditions the expression 'period of Maintenance' shall mean the period of maintenance **Twelve Months** calculated from the date of completion of the works certified by the Engineer in accordance with Sub-Clause 4.9.8 hereof or in the event of more than one certificate having been issued by the Engineer under the said Sub-Clause from the respective dates so certified and in relation to the period of maintenance the expression 'the works' shall be construed accordingly.

4.10.1.2 Execution of Works of Repair Etc.

To the intent that the works shall at or as soon as practicable after the expiration of the period of Maintenance be delivered unto the Employer in as good and perfect a condition (fair wear and tear excepted) to the satisfaction of the Engineer as that in which they were at the commencement of the Period of Maintenance the Contractor shall execute all such work of repair, amendment, reconstruction, rectification and making good of defects imperfections shrinkages or other faults as may be required of the Contractor in writing by the Engineer during the period of maintenance or within fourteen days after its expiration as a result of an inspection made by or on behalf of the Engineer prior to its expiration.

4.10.1.3 Cost of Execution of Work of Repair Etc.

All such work shall be carried out by the Contractor at his own expense if necessity thereof shall in the opinion of the Engineer be due to the use of materials or workmanship not in accordance with the Contract or to neglect or failure on the part of the Contractor to comply with any obligation expressed or implied on the Contractor's part under the Contract. If in the opinion of the Engineer such necessity shall be due to any other cause the value of such work shall be ascertained and paid for as if it were additional work.

4.10.1.4 Remedy on Contractor's Failure to Carry out Work Required

If the Contractor fails to do any such work as aforesaid required by the Engineer, the Employer shall be entitled to carry out such work by his own workmen or by other contractors and if such work is a work which the Contractor should have carried out at the Contractor's own cost shall be entitled to recover from the Contractor the cost thereon or may deduct the same from any money due or that may become due to the Contractor.

4.10.2 Contractor to Search

The Contractor shall if required by the Engineer in writing search for the cause of any defect, imperfection or fault under the directions of the Engineer. Unless such defect, imperfection or fault shall be one for which the Contractor is liable under the Contract, the cost of the work carried out by the Contractor in searching as aforesaid shall be borne by the Employer. But if such defect, imperfection or fault shall be one for which the Contractor is liable under the Contract, the cost of the work carried out by the Contractor in searching as aforesaid shall be borne by the Employer. But if such defect, imperfection or fault shall be one for which the Contractor is liable as aforesaid the cost of the work carried out in searching as aforesaid shall be borne by the Contractor and he shall in such case repair, rectify and make good such defect, imperfection or fault at; his own expense in accordance with the provision of Clauses 4.10.1.1. to 4.10.1.4. hereof.

4.11.0 ALTERATIONS, ADDITIONS AND OMISSIONS

4.11.1.1 Variations

The Engineer shall make any variation of the form, quality or quantity of the works or any part hereof that may in his opinion be necessary and for that purpose or if for any other reasons it shall in his opinion be desirable he shall have power to order the Contractor to do and the contractor shall do any of the following;-

- a) Increase or decrease of the work up to **15% of Contract Price**
- b) Omit any part of the work (partially or fully)
- c) Change the character or quality or kind of any such work
- d) Change the level lines, position and dimensions of any part of the works, and

- e) Execute additional work of any kind within the port limits and no such variation shall in any way vitiate or invalidate the Contract but the value of all such variations shall be taken into account in ascertaining the amount of the Contract price.

4.11.1.2 Orders for Variations to be in Writing

No such variation shall be made by the Contractor without an order in writing of the Engineer. Provided that no order in writing shall be required for increase or decrease in; the quantity of any work where such increase or decrease is not the result of an order given under this Sub-Clause but is the result of the quantities exceeding or being less those stated in the Bill of Quantities. Provided also that if for any reason the Engineer shall comply with such order and any confirmation in writing of such verbal order given by the Engineer whether before or after carrying out of the order shall be deemed to be an order; in writing within the meaning of this Sub-Clause. Provided further that if the Contractor shall confirm in writing to the Engineer any verbal order of the Engineer and such confirmation shall not be contradicted in writing by the Engineer it shall be deemed to be an order in writing by the Engineer.

4.11.2.1 Valuations of Variations

The Engineer shall determine the amount (if any) which in his opinion should be added to or deducted from the sum named in the Tender in respect of any extra or additional work done or work omitted by his order. All such work shall be valued at the rates set out in the Contract if in the opinion of the Engineer the same shall be applicable. If the Contract does not contain any rates applicable to the extra or additional work then suitable prices shall be agreed upon between the Engineer and the Contractor given below (i) if the altered additional or substituted works include any class of work shall be carried out at the rates entered in the schedule of rates of the Port Trust which was in force at the time of the acceptance of this Contract minus/plus the percentage which the total tendered amount bears to the estimated cost of the entire work put to Tender (ii) if the rates for additional, altered or substituted work are not specifically provided in the Contract for the work, the rates will be derived from the rate for the similar class of work as are specified in the Contract for the work (iii) if the altered additional or substituted work is not entered in the said schedule of rates, then the Contractor shall within seven days, of the date of his receipt of the order

to carry out the work inform the Engineer of the rates, which is his intention to charge for such class of work, and if the Engineer does not agree to this rate he shall, by notice in writing be at liberty to cancel his order to carry it out in such manner as he may consider advisable provided always that, if the Contractor shall commence work or incur any expenditure in regard there to before the rates shall have been determined as lastly herein before mentioned, then and in such case he shall only be entitled to be paid in respect of the work carried out or expenditure as assessed by the Engineer prior to the date of the determination of the rate as aforesaid according to such rate or rates as shall be fixed by the Engineer.

In the event of a dispute, the decision of the Chief Engineer shall be final.

4.11.2.2.1 Powers of Engineer to Fix Rates

Provided that if the nature or amount of any omission or addition relative to the nature or amount of the whole of the Contract Work to any part thereof shall be such that in the opinion of the Engineer the rate or price contained in the Contract for any item of the Works is by reason of such omission or addition rendered unreasonable or inapplicable then a suitable rate or price shall be agreed upon between the Engineer and Contractor. In the event of disagreement the Engineer shall fix such other rate or price as shall in his opinion be reasonable and proper having regard to the circumstances.

4.11.2.2.2 Provided also that no increase of the Contract Price under Sub-Clause 4.11.2.1 or variation of rate or price under Sub-Clause 4.11.2.2.1 shall be made unless as soon after the date of the order as is practicable and in the case of extra or additional work before the commencement of the work or as soon thereafter as is practicable notice shall have been given in writing:-

- (a) by the Contractor to the Engineer of his intention to claim extra payment or a varied rate or
- b) by the Engineer to the Contractor of his intention to vary a rate or price as the case may be.

4.11.2.3 Increase or Decrease of Costs

If the net effect of all variations (other than those arising by reason of any Clause relating to variations in price of materials and/or labour and or fuel) shall be found on completion of the whole of the works to result in a reduction or an addition greater the amount of the Contract Price; shall be amended by such sum

as shall be agreed upon between the Engineer shall fix such sum as shall in his opinion be reasonable and proper regard being had to all material and relevant factors including the Contractor's own costs and overheads.

4.11.2.4.1 Day Work

The Engineer may if in his opinion it is necessary or desirable order in writing that any additional or substituted work shall be executed on a day work basis. The Contractor shall then be paid for such work under the conditions set out in the Day work Schedule included in the Bill of Quantities and at the rates and prices affixed thereto by him in his Tender.

4.11.2.4.2 The Contractor shall furnish to the Engineer such receipts or other vouchers as may be necessary to prove the amounts paid and before ordering materials shall submit to the Engineer quotations for the same for his approval.

4.11.2.4.3 In respect of all work executed on a day work basis the Contractor shall during the continuance of such work deliver each day to the Engineer's Representative an exact list in duplicate of the names, occupation and time of all workmen employed on such work and a statement also in duplicate showing the description and quantity of all materials and plant used thereon or therefore (other than plant which is included in the percentage addition in accordance with the Schedule herein before referred to). One copy of each list and statement will if correct or when agreed be signed by the Engineer's Rep and returned to the Contractor. At the end of each month the Contractor shall deliver to the Engineer's Representative a priced statement of the labour, material and plant (except as aforesaid) used and the Contractor shall not be entitled to any payment unless such lists and statements have been fully and punctually rendered. Provided always that if the Engineer shall consider that for any reason the ending of such list or statement by the Contractor in accordance with the foregoing provision was impracticable he shall nevertheless be entitled to authorize payment for such work either as day work. (on being satisfied as to the time employed and plant and materials used on such work) or at such value therefore as shall in his opinion be fair and reasonable.

4.11.2.5 Claims

The Contractor shall send to the Engineer once in every month an account giving particulars (as detailed as possible) of all claims for any additional expense to which the Contractor himself entitled and of all extra or additional work ordered

by the Engineer which he has executed during the proceeding month and no claim for payment for any such work will be considered which has not been included in such particulars.

4.12.0 PLANT TEMPORARY WORKS AND MATERIALS

4.12.1.1 Plant Etc. Exclusive Use for the Works:

All Constructional Plant, Temporary Works and materials provided by Contractor shall when brought on to the site be deemed to be exclusively intended for the construction and completion of the works and the Contractor shall not remove the same or any part thereof (save for the purpose of moving it from one part of Site to another) without the consent in writing of the Engineer which shall not be unreasonably withheld provided; that nothing contained in these conditions shall prevent the Employer from retaining on the Site for the due completion of the Works, and any item of Constructional Plant, Temporary Works and materials after the happening of any event which gives to the Engineer the right to exclude the Contractor from Site and proceed with the Completion of the works.

4.12.1.2.1 Removal of Plant Etc.

Upon completion of the works, the Contractor shall remove from the site all the said Construction Plant and Temporary Works remaining thereon and any unused materials provided by the Contractor.

4.12.1.2.2 If the Contractor fails to remove any such Constructional Plant, Temporary works, or unused materials within such reasonable time, after the completion of works, as may be allowed by the Engineer, then the Employer may sell the same and shall after deducting from the proceeds costs, charges and expenses of an in connection with such sale, pay the balance if any, to the Contractor.

4.12.1.2.3. During the course of execution /completion of work, gate passes for the materials will be issued by the Engineer's Representatives on the written requisition by the Contractor. In case of any movement of unauthorized materials hidden/non hidden and brought along the authorized materials the Contractor is alone fully responsible for all consequence and in no way Engineer's Representatives are responsible for the same.

4.12.1.3 Employer not Liable for Damage to Plant Etc.

The Employer shall not at any time be liable for the loss of or injury to any of the said Construction Plant, Temporary Works or materials save as mentioned in Clauses 4.6.11.1, 4.6.11.2. and 4.17 hereof.

4.12.1.4 Conditions of Hire of Construction Plant

With a view to securing in the event of a forfeiture under Sub-Clause 4.16.1.1. hereof the continued availability for the purpose of executing the works of any essential Hired Plant the Contractor shall not bring on to the Site any Essential Hired Plant unless the Agreement for hire thereof contains a provision that the owner thereof will, on request in writing made by the Employer within seven days after the date on which any such forfeiture has become effective and on the Employer undertaking to pay all hire charges in respect thereof from such date, hire Essential Hired plant to the Employer on the same terms in all respects as the same was hired to the Contractor save that the Employer shall be entitled to permit the use thereof by any other Contractor employed by him for the purpose of completing the works under the terms of the Sub-Clause 4.16.1.1.

4.12.1.5 Hire Purchase Payments by the Employer

The Employer shall in order to avoid seizure by the owner of any hire-purchase plant be entitled to pay to such owner the amount of any overdue installment or other sum payable under any agreement for hire purchase and in the event of its doing so any amount so paid by him shall be debt due from the Contractor to the Employer and may be deducted by the Employer from any moneys due or that may become due to the Contractor under the contract or may be recovered by the Employer from the Contractor at law. This will be accomplished in the following manner :-

The payment of overdue installment to the owner of hire purchase plant will be done by the department after deducting from the bills/money due as on date to the Contractor.

In case if happened to be paid before hand from the money that become due to the Contractor at a later date then the amount so paid is recoverable with interest at 3% above the prevailing SBI base rate following the departmental procedure.

4.12.1.6 Costs for Purposes of Sub-Clause 4.16.1.1.

In the event the Employer entering into any Agreement for hire of Essential Hired Plant pursuant to the provision of Sub-Clause 4.12.1.5. all sums properly

paid by the Employer under the provision of any such agreement and all expenses incurred by him (including stamp duties) in entering into such Agreement shall be deemed for the purpose of Sub-Clause 4.16.1.1. hereof to be part of the cost of completing the work.

4.12.1.7 Contractor's Certificate as to Hiring Provisions

The Contractor shall upon request made by the Engineer at any time in relation to any item of Essential Hired Plant forthwith notify to the Engineer in writing the name and address of the owner thereof and shall certify that the Agreement for the hire thereof contains provisions in accordance with requirements; of Clauses 4.12.1.4 and 4.12.1.5. The Contractor shall also upon request as aforesaid give a like notification (but without certificate) in regard to any Hire Purchase Plant.

4.13.0 MEASUREMENT

4.13.1 Quantities

The quantities set out in the Schedule of Quantities are the estimated quantities of the work but they are not to be taken as the actual and correct quantities of the Works to be executed by the Contractor in fulfillment of his obligations under the Contract.

4.13.2 Method of Measurement

Except where any general or detailed description of the work in bills of quantities or schedule of works / items / quantities expressly shows to the contrary, bills of quantities or schedule of works / items / quantities shall be deemed to have been prepared and measurements shall be taken in accordance with the procedure set forth in the schedule of rates/specification notwithstanding any provision in the relevant standard method of measurement or any general or local custom. In the case of items which are not covered by the Schedule of Rates/specification, measurements shall be taken in accordance with the relevant standard method of measurements issued by the Bureau of Indian Standards.

4.13.3 Records & Measurements

The Engineer's Representative shall except as otherwise stated ascertain and determine; by measurement the value in accordance with the Contract of work done in accordance therewith.

All items having a financial value shall be entered in measurement book, level book, etc., prescribed by the employer so that a complete record is obtained of all work performed under the Contract.

Measurements shall be taken jointly by the Engineer's Representative or his authorized representative and by the Contractor or the representative. Before taking measurement of any work the Engineer's Representative or the person deputed by him for the purpose shall give a reasonable notice to the Contractor. If the Contractor fails to attend or send an authorized representative for measurement after such a notice or fails to countersign or to record the objection within a week from the date of measurement, then in any such event measurements taken by the Engineer's Representative or by the person deputed by him shall be taken to the correct measurement of the work.

The Contractor shall, without extra charge, provide assistance with every appliance and other things necessary for measurement. Measurements shall be signed and dated by both parties each day on the site on completion of measurement. If the Contractor objects to any of the measurement recorded on behalf of the Employer, a note to that effect shall be made in the measurement book against the item objected to and such note shall be signed and dated by both parties engaged in taking the measurements.

If as a result of such objection, it become necessary to remeasure the work wholly or in part, the expense of such measurement shall be borne by the party requiring the measurements to be retaken provided that net errors are found by this measurement to amount to less than 5% of the value as recorded by the first measurement, where however the net errors amount to 5% or over the said value, The cost of re-measurement shall be borne by the other party. In any case if the net value of errors exceeds Rs.500/- the expense of re-measurement shall be borne by the other party.

4.14 CERTIFICATES AND PAYMENTS

4.14.1 Payment of Bills Monthly Payment

The Contractor shall submit to the Engineer each month on or before the 10th of the month, a statement on the standard printed form to be had on application showing the quantity of each item of Contract Value of the permanent work executed upto the end of the month (if such value shall justify the issue of an interim certificate) and the Contractor will be paid monthly on the certificate of

the Engineer. The amount due to him on account of estimated Contract Value of the Permanent Work executed upto the end of the previous month together with such amount (if any) as the Engineer may consider proper on account of material for permanent Works or Constructional Plants for which separate amounts are provided in Bills of Quantities subject to deduction of 10% from each running bill after adjusting the EMD already deposited towards security Deposit to a maximum of 5% of contract price. All Amounts due to the Board by the Contractor if outstanding on account of the supply of any materials, electricity, water services rendered in connection with the Contract, repairs or rectification to work etc., shall be adjusted from the bills or any amount due to the Contractor by the Board by way of outstanding, deposits etc. In addition to the above all statutory levies such as Income Tax, Sales Tax etc will be deducted at the rates applicable from time to time.

The contractor should furnish proof of having paid all payments due to employees Provident Fund and Employees State Insurance organizations along with monthly bills. 75% of the net amount of interim certificate shall be paid by the Employer within 10 days from the date of interim certificate and the balance within 30 days from the date of interim certificate. The date on which a Cheque of payment is handed over to the contractor by the Employer will be considered as the date of payment for all purposes. Delay in making such payments by the Employer due to exceptional circumstances shall not nullify or vitiate in any way or other conditions of the contract and the contractor shall have no claim on this account.

E- PAYMENT - Payments of contractor's bills through Banks :-

Payments due to the contractor may, if so desired by him by made to the bank instead of direct to him, provided that the contractor furnishes to the Engineer-in -Charge (1) **an authorization in the form** of a legally valid document such as a **power of attorney** conferring authority on the bank to receive payments and (2) his own acceptance of the correctness of the account made out as being due to him by employer or his signature on the bill or other claim preferred against employer before settlement by the Engineer – in – Charge of the account or claim by payment to the Bank. While the receipt given by such banks shall constitute a full and sufficient discharge for the payment the contractor should, wherever possible present his bills duly receipted and discharged through his bankers.

Nothing here in contained shall operate to create in favor of the bank any rights or equities vis-à-vis the Board.

The date on which e-payment to the contractor by the employer will be considered as the date of payment for all purposes. Delay in making such payments by the employer due to exceptional circumstances shall not nullify or vitiate in any way or other the conditions of the contract and the contractor shall have no claim on this account

The Engineers may by any certificate make any correction or modification in any previous certificate which shall have been issued by him and shall have power to withhold any certificate if the work or any part thereof is not being carried out to his satisfaction. Balance payment will be released on completion of work to the satisfaction of Engineer's Representatives. No claim will be entertained by the Port in this account For the e-payment, Port has made working arrangements with the following Bankers:

- a) State Bank of India, Main Branch, Tuticorin.
- b) Indian Overseas Bank, Harbour Branch
- c) Syndicate Bank, New Port, Tuticorin-628 004

The arrangements designed to work are as follows:

- i The amount due to the payee will be intimated to the port Bankers in the form of Electronic messages
- ii The Bank will arrange to credit the amount to the parties account through electronic transfer failing which by other modes as detailed further.
- iii If the payee's account is with any of the computerized & net worked branches of the above named Banks, the amount due to the payee will be credited to the payee instantly without payment of Bank charges.
- iv In all other cases, payment will be arranged through Banker's Cheque/ DDs by the State Bank of India through "speed post" or "courier service" for this the bank charges at the appropriate rates will be payable by the payee.

SPECIMEN FORM OF E- PAYMENT

To
The Financial Advisor & Chief Accounts Officer,
V.O.Chidambaranar Port Trust

Tuticorin-628004.

Sir,

We hereby give particulars for payment of the Works bill / Advance etc

Sl No	Particulars	
1	Name of the Contractor / Supplier	
2	Address of the Contractor / Supplier	
3	Name of the work for which payment is made	
4	Estimate No. Agreement No. Work order No.	
5	Name of the bank in which Contractor/ Supplier operating account. Either with IOB or SBI or Any other bank (If it is other than IOB or SBI, bank commission plus postage will be deducted)	
6	Address of the Bank	
7	Branch Code No	
8	Type of Account (whether SB A/c. or Current A/c.)	
9	Account No.	
10	PAN No.	
11	GST Registration No.	
12	I.F.S.C Code (Bank Code)	

Yours Sincerely,

(Signature of Contractor)

4.14.2. Correction and Withholding of Certificates

The Engineer's Representative may by any certificate make any correction or modification in any previous certificate which shall have been issued by him and shall have power to withhold any certificate make part payment if the Works or any part thereof are not being carried out to his satisfaction. Balance payment will be released on completion of work to the satisfaction of Engineer's Representative. No claim will be entertained by the Port on this account.

4.14.3 Indian Currency

All payments made to the Contractor under the Contract shall, unless otherwise agreed to be made to the Contract in Indian Currency.

4.14.4 Approval only by Maintenance Certificate

No Certificate other than the Maintenance Certificate referred to in Clauses 4.14.5 to 4.14.7 hereof shall be deemed to constitute approval of any work or other matter in respect of which it is issued or shall be taken as an admission of the due performance of the Contract of any part thereof or of the accuracy of any claim or demand made by the Contractor or additional or varied work having been ordered by the Engineer nor shall any other certificate conclude or prejudice any of the powers of the Engineer.

4.14.5 Maintenance Certificate

The Contract shall not be considered as completed until a Maintenance Certificate shall have been signed by the Engineer and delivered to the Employer stating that the works have been completed and maintained to his satisfaction. The Maintenance Certificate shall be given by the Engineer within twenty eight days after the expiration of the Period of maintenance (or if different periods of Maintenance shall become applicable to different parts of the Works the expiration of the latest such period) or as soon thereafter as any works ordered during such period pursuant to Sub-Clause 4.10.1.1 and 4.10.2 hereof shall have been completed to the satisfaction of the Engineer and full effect shall be given to this Clause notwithstanding any previous entry on the works or the taking possession working or using thereof or any part thereof by the Employer.

4.14.6 Cessation of Employer's Liability

The Employer shall not be liable to the Contractor for any matter or thing arising out of or in connection with the Contract or the execution of the Works unless

the Contractor shall have made a claim in writing in respect thereof before the giving of the Maintenance Certificate under this Sub-Clause.

4.14.7 Unfulfilled Obligations

Notwithstanding the issue of the Maintenance Certificate the Contractor and (subject to Sub-Clause 4.14.6) the Employer shall remain liable for the fulfillment of any obligation incurred under the provisions of the Contract prior to the issue of the Maintenance Certificate which remains unperformed at the time such certificate is issued and for the purposes of determining the nature and extent of any such obligation the Contract shall be deemed to remain in force between the parties hereto.

4.14.8 Time limit for Payment of Final Bill

The Contractor's Final bill shall be passed for payment within Three Months after the issue of certificate by the Engineer provided the Contractor has fully complied with the requirements under the Contract. If the amount payable under any certificate is not sufficient to cover deduction to be made for the sums loaned and other sums deductible under the Contract the balance outstanding shall be paid by the Contractor in cash within 15 working days from the date of receipt; of the written notice issued in this regard by the Engineer.

The date on which a Cheque of payment is handed over to Contractor by the employer will be considered as the date of payment for all purpose.

4.14.9 After the payment of the amount of final bill, payable as aforesaid has been made the Contractor may, if he so desires, reconsider his position in respect of the disputed portion of the final bill and if he fails to do so within 90 days, his disputed claim shall be dealt with as provided in the Contract.

4.15.0 Void

4.16.0 Remedies and Powers

4.16.1.1 Forfeiture

If the Contractor shall become bankrupt or have a receiving order made against him or shall present his petition in bankruptcy or shall make an arrangement with or assignment in favour of his creditors or shall agree to carry out the Contract under a committee of inspection of his creditors or (being a corporation) shall go into liquidation (other than a voluntary liquidation for the purposes of amalgamation or reconstruction) or if the Contractor shall assign the Contract without the consent in writing of the Employer first obtained or shall have an

execution levied on his goods or if the Engineer shall certify in writing to the Employer that in his opinion the Contractor :

- (a) has abandoned the Contractor
- (b) Without reasonable excuse has failed to commence the Works or has suspended the progress of the Works for 28 days after receiving from the Engineer written notice to proceed or
- (c) has failed to remove materials from the Site or to pull down and replace Work for 28 days after receiving from the Engineer written notice that the said materials or Work had been condemned and rejected by the Engineer under these conditions or
- (d) is not executing the works in accordance with the contract or is persistently or flagrantly neglecting to carry out his obligations under the Contract or
- (e) has to the detriment of good workmanship or in defiance of the Engineer's instructions to the contrary sub-let any part of the Contract then the Employer may after giving 14 days notice in writing to the Contractor enter upon the site and the Works and expel the Contractor there from without thereby avoiding the Contract or releasing the Contractor from any of his obligations or liabilities under the Contract or affecting the rights and powers conferred on the Employer or the Engineer by the Contract and may himself complete the works or may employ any other Contractor to complete the works and the Employer or such other Contractor may use for such completion so much of the Constructional Plant, temporary Works and materials which have been deemed to be reserved exclusively for the construction and completion of the works under the provisions of the Contract as he or they may think proper and the Employer may at any time sell any of the said Constructional Plant, temporary works and unused materials and apply the proceeds of sale in or towards the satisfaction of any sums due or which may become due to him from the Contractor under the Contract.

4.16.1.2 Valuation of Forfeiture

The Engineer shall as soon as may be practicable after any such entry and expulsion by the Employer fix and determine *ex parte* or by after reference to the parties or after such investigation or enquiries as he may think fit to make or institute and

shall certify what amount (if any) had at the time of such entry and expulsion been reasonably earned by or would reasonably accrue to the Contractor in respect of Work then actually done by him under the Contract and what was the value of any of the said unused or partially used materials any Constructional Plant and any Temporary Works.

4.16.1.3 Payment after Forfeiture

If the Employer shall enter and expel the Contractor under this Sub-Clause he shall not be liable to pay to the Contractor any money on account of the Contract until the expiration of the Period of maintenance and thereafter until the costs of completion and maintenance damages for delay in completion (if any) and all other expenses incurred by the Employer have been ascertained and the amount thereof certified by the Engineer. The Contractor shall then be entitled to receive only such sum or sums (if any) as the Engineer may certify would have been due to him upon due completion by him after deducting the said amount. But if such amount shall exceed the sum which would have been payable to the Contractor on due completion by him then the Contractor shall upon demand pay to the Employer the amount of such excess and it shall be deemed a debt due by the Contractor to the Employer and shall be recoverable accordingly.

4.16.1.4 Assignment of Benefit of Agreement

If so required by the Employer or the Engineer the Contractor shall before the expiration of the notice referred to in Sub-Clause 4.16.1.1. assign to the Employer without payment the benefit of any Agreement which the Contractor has entered into for the supply for materials and /or for the execution of any works for the purpose of the Contract but on the terms that a supplier or Sub-Contractor shall be entitled to make any reasonable objection to any further assignment thereof by the Employer and the Employer may pay the supplier or Sub-Contractor for any such material supplied and delivered to the site or works executed under such Agreement (whether the same be assigned as aforesaid or not) before or after the giving of the notice the amount due by such Agreement in so far as the supplier or the Sub-Contractor or by the Employer to the Contractor.

4.16.2 Urgent Repairs

If by reason of any accident or failure or other event occurring to in or in connection with the works or any part thereof either during the execution of the

works or during the Period of Maintenance any remedial or other work or repairs shall in the opinion of the Engineer or the Engineer's Representative be urgently necessary for security and the Contractor is unable or unwilling at once to do such work or repair the Employer may by his own or other workman do such work or repair as the Engineer or the Engineer's Representative may consider necessary. If the work or repair so done by the Employer is work which in the opinion of the Engineer the Contractor was liable to do at his own expense under the Contract all cost and charges properly incurred by the Employer in so doing shall on demand be paid by the Contractor to the Employer or may be deducted by the Employer from any money due or which may be come due to the Contractor. Provided always that the Engineer or the Engineer's Representative (as the case may be) shall as soon after the occurrence of any such emergency as may be reasonably practicable notify the Contractor thereof in writing.

4.17.0 SPECIAL RISKS

4.17.1.1 No liability for War, Etc., Risks

The Contractor shall be under no liability whatsoever whether by way of indemnity or otherwise for or in respect of destruction of or damage to the Works (save to work condemned under the provisions of Clauses 4.8.5.1. and 4.8.5.2. hereof prior to the occurrence of any special risk hereinafter mentioned) or temporary Works or to property whether of the Employer or third parties or for or in respect of injury or loss of life which is the consequence whether direct or indirect of war hostilities (whether war be declared or not), invasion act of foreign enemies, rebellion, revolution, insurrection or military or uninterrupted power, civil war or (otherwise than among the Contractor's own employees) riot, commotion or disorder (here in after comprehensively referred to as "the said Special Risks").

4.17.2 Projectile Missile, Etc.

Destruction, damage, injury or loss of life caused by the explosion or impact whenever and wherever occurring of any mine bomb, shell grenade or other projectile missile, munition or explosive of war shall be deemed to be a consequence of the said Special Risks.

4.17.3 Increased Costs Arising from Special Risks

The Employer shall repay to the Contractor any increased cost of or incidental to the execution of the works, (other than such as may be attributable to the cost of reconstructing work condemned under the provisions of Clauses 4.8.5.1 and 4.8.5.2. hereof prior to the occurrence of any Special Risks) which is howsoever attributable to or consequent on or the result of or in any way whatsoever connected with the said special risks (subject however to the provisions in this Sub-Clause hereinafter contained in regard to outbreak of war) but the Contractor shall as soon as any such increase of cost shall come to his knowledge forthwith notify the Engineer thereof in writing.

4.17.4 Outbreak of War

If during the currency of the Contract there shall be an outbreak of war (whether war is declared or not) in any part of the world which whether financially or otherwise materially affects the execution of the Works the Contractor shall unless and until the Contract is terminated under the provisions in the Sub-Clause contained use his best endeavors to complete the execution of the works provided always that the Employer shall be entitled at any time after such outbreak of war to terminate this Contract by giving notice in writing to the Contractor and upon such notice being given this Contract shall save as to the rights of the parties under this Sub-Clause without prejudice to the rights of either party in respect of any antecedent breach thereof.

4.17.5 Removal of Plant on Termination

If the Contract shall be terminated under the provisions of the last preceding Sub-Clause the Contractor shall with all reasonable despatch remove from the Site all Constructional Plant and shall give similar facilities to his Sub-Contractors to do so.

4.17.6 Payment if Contract Terminated

If the Contract shall be terminated as aforesaid the Contractor shall be paid by the Employer (in so far such amounts or items shall not have already been covered by payments on account made to the Contractor) for all work executed prior to the date of termination at the rates and prices provided in the Contract and in addition:-

- (a) The amounts payable in respect of any preliminary items so far as the work or service comprised therein has been carried out or performed and

a proper proportion as certified by the Engineer of any such items the work or service comprised in; which has been partially carried out or performed.

- (b) The cost of materials or goods reasonably ordered for the works or Temporary works shall have been delivered to the Contractor or of which the Contractor is legally liable to accept delivery (such materials or goods becoming the property of the Employer upon such payment being made by him.)
- (c) A sum to be certified by the Engineer being the amount of any expenditure reasonably incurred by the Contractor in the expectation of completing the whole of the works in so far as such expenditure shall not have been covered by the payments in this Sub-Clause before mentioned.
- (d) Any additional sum payable under the provisions of Sub-clause 4.17.1.
- (e) The reasonable cost of removal under Sub-Clause 4.17.6 and (if required by the Contractor) return thereof to the Contractor's main plant yard in his country of registration or to any other destination at no greater cost.
- (f) The reasonable cost of repatriation of all the Contractor's staff and workmen employed on or in connection with the works at the time of such termination.

Provided always that against any payments due from the Employer under this Sub-clause the Employer shall be; entitled to be credited with any outstanding balance due from the Contractor for advance in respect of plant and materials and any sum previously paid by the Employer to the Contractor in respect of the execution of the work.

4.18.0 FRUSTRATION

4.18.1 Payment in the Event of Frustration

In the event of the Contract being frustrated whether by war or otherwise howsoever the sum payable by the Employer to the Contractor in respect of the work executed shall be the same; as that which would have been payable under Clause 4.17 hereof if the Contract had been terminated under the provisions of Clause 4.17 hereof .

4.18.2 Law Governing the Contract

This contract shall be governed by the India Laws for the time being in force and any proceedings relating to this contract shall be filed or taken by the contractor in a court of Law only in Tuticorin.

4.19.0 NOTICES

4.19.1 Notice to Contractor

All certificates, notices or instructions to be given to the Contractor by the Employer of the Engineer under the terms of the Contract shall be sent by post, cable, telex or facsimile transmission to or left at the Contractor's principal place of business or such other address as the Contractor shall nominate for that purpose.

4.19.2 Notice to Employer and Engineer

Any notice to be given to the Employer or to the Engineer under the terms of the Contract shall be sent by post, telex, or facsimile transmission to or left at the following address:-

Chief Engineer,

Administrative Building, V.O.Chidambaranar Port Trust,

Tuticorin – 628 004, Tamil Nadu, INDIA.

Fax No. 0461 – 2354270

4.20 SITE DRAINAGE

All water which may accumulate on the site during the progress of work or in trenches and excavations from other than the Excepted Risks shall be removed from the site to the satisfaction of the Engineer and at the Contractor's expenses.

.21 PROTECTIONS OF TREES

Trees designated by the Engineer shall be protected from damage during the course of the works and earth level within one meter of each such tree shall not be changed. Where necessary such trees shall be protected with temporary fencing.

4.22 CHANGES IN CONSTITUTION

Where the Contractor' is a partnership firm, prior approval in writing of the Engineer shall be obtained before any change is made in the constitution of the firm. If the Contractor is an individual or a Hindu undivided family business concern such approval as aforesaid shall likewise be obtained before the Contractor enters into any partnership Agreement where under the partnership

firm would have the right to carry out the work hereby undertaken by the Contractor.

4.23 VOID

4.24 REGARDING ENTRY OF LABOUR & VEHICLES IN HARBOUR PREMISES

Admission into the Harbour is regulated by passes and the Contractor shall get passes required on payment of necessary fees as levied by the port from time to time for labour / Staff for entry into the Harbour of his work. Failure to the returns all the passes will entail a penalty as may be levied by the Board from time to time.

The passes for entry into Green Gate / Red Gate / Zone-"B" for Labour and Vehicles of the Contractor in connection with the execution of this contract work shall be obtained at his cost as per tariff in force from time to time in this Port.

No License fee will be collected for the entry of construction equipments to be stationed in the work spot such as concrete mixer, batching plant, excavator, paver, road roller, tractor, tippers and any other necessary equipment depending on the type of work to be certified by the Engineer.

4.25 SET OFF CLAUSE

Any sum of money due and payable to the Contractor (including the security deposit returnable to him) under this Contract may be appropriated by the Port and set off against any claim of this Port for the Payment of a sum of money arising out of or under other Contract made by the Contractor with the Port.

4.26 TERMINATION OF CONTRACT IN THE EVENT OF DEATH, INSANE ETC.

In the event of death, insanity or insolvency of the Contractor or in the case of the Contractor being a partnership on dissolution of the firm of contractors or in case of the Contractor being a company governed by Companies Act, 1956, the winding up of the company, the Contract shall be terminated on the happening of and all of and all accepted and acceptable work shall be measured up and paid for to the person or persons legally entitled to receive payment for the work done, and on his or their executing a bond indemnifying the Board against any claims that may be made in respect of payments made by board by persons claiming from the Contractor or other. In respect of work done by the Contractor prior to the termination of the Contract.

4.27 CUSTOMS AND SECURITY ARRANGEMENTS

The Contractor shall comply with all the regulations imposed by the customs and Port security Authorities in respect of the passage of plant, vehicles, materials and personnel through custom barriers.

No photographs of the works or any part thereof or plant deployed thereon shall be taken or permitted by the Contractor to be taken by any of his or sub Contractor's employees without the approval of the Engineer and no such photographs shall be published or otherwise circulated without the approval of the Engineer, except for what is stated in Sub-Clause No.4.6.6.3. & 4.6.6.4.

4.28 ESCALATION / INCREASE OR DECREASE OF COST

Adjustments to the contract price shall not be allowed in respect of rise or fall in the costs of labour and / or materials and / or fuel or any other matters affecting the cost of the execution of the works.

5. GENERAL INFORMATION

5.1 SITE

Tuticorin Town is at latitude 08°-48'- N and longitude 78°- 09' E and about 530 Km SSW Madras. The town is connected by good roads to all important places to Nagercoil, Trivandrum, Quilon and Cochin via. Tirunelveli, Kanyakumari (Cape Comorin) via. Tiruchendur and to Madurai, Tiruchirapalli and Madras. A Broad gauge track connects Tuticorin with the net work of lines of Southern Railway. The track from Tuticorin leads to Maniyachi Junction. From Maniyachi one line leads to Tirunelveli and Trivandrum. The other line from Maniyachi leads to Madurai, Madras and other parts of India. The Harbour site is connected by Broad Gauge siding to Milavittan, a station on the Tuticorin – Maniyachi line, just before Tuticorin. Tuticorin is served with electric power by grid of the TamilNadu Electricity Board, supply Voltage is 22 KV which is stepped down to 220V and 440V. Newly laid feeder lines supply upto 230 KVA of electric energy at the Harbour site at 0.8 power factor. The frequency is 50 cycles per second. The Harbour site is connected to the water supply system and good water is available in sufficient quantities which can also be used for drinking purposes. This Port consists of two Zones (Zone 'A' and Zone 'B'). The Port is Zone 'A' is an artificial Harbour with rubble mound type parallel Break waters, North and South each of length 4103 metres and 3888 metres respectively. The main wharf is 877 m long and it can be accommodated four ships. Two numbers of

Additional berth are constructed in the year 1984 to a length of 463 m. All the six berths are under operation now. In addition to this one Oil Jetty and 2 Nos. Coal Jetties are constructed at North Break Water. Seventh Berth, completed in May 1998 in additional Berth Site has been leased to Port of Singapore Authority for operation on Built, Operate and Transfer (B.O.T) basis. Berth No.8 has been completed during 2/2002. The connection between the Wharves and the shore is by means of Roads, and Railway lines laid over the reclaimed approach arm.

Facilities available at V.O.Chidambaranar Port

Zone 'A' (Major Port)

a) Berths at South Breakwater

- i) Along side berths - 4 Nos.
- ii) Additional berth in Finger pier - 6Nos.

b) At North Breakwater

- i) Oil Jetty - 1 No.
- ii) Coal Jetty - 2 Nos.
- iii) NCB-I -1No

5.2 DATA

5.2.1 Meteorological Data

5.2.1.1 Atmospheric Pressure

Mean pressure reduced to MSD is 1010.7 millibars.

5.2.1.2 Air Temperature

The mean of daily maxima and minima are about 32° C and 25° C respectively. Extreme values recorded during 1955-1960 are about 41° C and 18° C respectively.

5.2.1.3 Rainfall

Total rain fall per annum is 640 mm. Rainy months are October, November and December. Totally there about 34 rainy days in a year.

5.2.1.4 Wind

Mean wind speeds of about 15 knots are quite probable from W and ENE and about 10 knots from SSE. Wind speeds of about 27 knots lasting for one or two days have also been observed. But on a very few occasions like the year 1961 these speeds have been exceeded.

5.2.1.5 Cyclones

The months of November and December are the worst as far as cyclones in this area are concerned. The winds associated with the cyclones, especially these emanating from the Bay of Bengal may generate significant disturbances. Recently a cyclone passed directly over Tuticorin during November 1992. Recently Tsunami waves triggered Tuticorin Port during December 2004. However, VOC Port can work ordinarily throughout the year except during severe storms.

5.2.2 Geological Data

5.2.2.1 Shore Area

The shore area is of very fine sand to a considerable depth except for a skin of lime-stone occurring between levels (-) 6 metre and for a thickness of maximum 2 metre. The area generally is low lying, the levels varying from (+) 4.00 feet (1.22 m) to (+) 5.5 feet (1.68 m) and except for growth of grass and small thorny bushes, no other growth of trees are at present existing. However, after the commencement of works in this area, plantations have been taken up.

The ground water level varies between 2' to 4' (0.61 m. To 1.22 m.) below existing ground level, and the water is saline in most parts.

5.2.2.2 The sea bed just beyond the coast line is shallow, and the depth of (-)1 m. is found at about 480 metres beyond the coastline. Thereafter the sea bed dips at a rate of one in 100 m. Approximately and a depth of (-)10 mtrs. is noticed at about 3000 metres away from the coast line.

5.3 DATUM

The Datum to which levels and soundings have been reduced for the purpose of Drawings in Contract is the chart datum which is 2.36 metre below the G.T.S. Benchmark situated beside the path leading to the main entrance of the Holy Trinity Church of England at Tuticorin. The Contractor will be given, by the Engineer, the value of a Benchmark relative to the chart Datum located near the Green Gate of the Port which shall be used for all setting out, soundings etc.

5.4 SERVICES AND FACILITIES

The following services and facilities are available for use of the contractors for construction.

5.4.1

Electricity

- a) Electric power supply will be made available from the existing outdoor pillar box for tapping for general lighting, welding and other such works under this Contract nearer to the work site to the extent possible.
- b) The Contractor is to make his own arrangements at his cost to install tested meters at the respective points of supply at the Harbour area and to draw only U.G.cable, put up fittings required and take electrical energy for lighting and power required for use.
- c) The entire electrical installation shall conform to Indian Electricity Rules and as per general layout approved by the Chief Mechanical Engineer. But the Contractor shall be responsible for the details.
- d) No claim will be entertained by the Port for stoppage or failure of electric supply. In case of failure of electricity the Contractor shall make arrangement for generator at his cost for uninterrupted power supply.
- e) Current consumption charges consumed by the Contractor including meter rent if any will be recovered as usual rates. The prevailing Tariff is applicable and subject to revision by TNEB.

The above is subject to revision from time to time whenever TNEB revises the tariff.

5.4.2

Water Supply

Water supply will be made available nearer to the work site. The Contractor(s) shall make his / their own arrangements to draw water required for the work including cost of all materials and conveyance to the site of work and nothing extra will be paid for the same.

The cost will be recovered from the Contractor at **Rs.70/- (Rupees Seventy only)** per thousand litres of water supplied. The above water charge is subject to revision from time to time. The Contractor should fix the water meter at his cost at places required for him. Water shall be drawn through the meter only. If the Contractor fails to fix the water meter or if the water meter goes out of order water charges shall be recovered at 1% of the value of the work done during the period under consideration.

It should be clearly understood that the department does not guarantee to maintain uninterrupted supply of water and it will be incumbent on the part of the Contractor(s) to make alternative arrangements for water at his / their own

cost, in the event of any temporary breakdown in the departmental water mains and whenever the department is unable to supply water due to scarcity, so that progress on his / their work is not held up for want of water. No claim of damage or refund of water charge will be entertained on account of such breakdown, non supply etc. And any delay in completing the work for want of water will not be considered as hindrance to the work.

5.4.3 Facilities for Housing Labour

For housing the Contractor's labours temporarily during construction period, plots can be allotted in the Port's labour colony based on the specific application from the Contractor for erecting temporary huts. Normal ground rent will be charged as per rules at the rate fixed by the Port from time to time. The Contractor should furnish the layout of the land required for approval of the Engineer. The allotment of plots will be at the discretion of the Engineer.

A water supply point will be given. The Contractor has to make their own arrangements at their cost for erecting sheds, extension of water supply and sanitary arrangements. Charges for water will be recovered from the Contractor at **Rs.70/- (Rupees Seventy only) per Thousand Litres of water supplied**. The above water charges is subject to revision from time to time. Water should be drawn through water meter only to be fixed by the Contractor. If the water meter goes out of order the cost as assessed by the Port will be recovered.

5.4.4 Availability of Materials

Coal can be had without any difficulty in Tuticorin Town. Diesel and petrol filling stations are available at Harbour Area and Tuticorin Town.

5.5 CONTRACTOR TO WORK TO OTHER CONTRACTOR'S DRAWINGS

The Contractor shall where so directed by the Engineer or Engineer's Representative be required to work to other Drawing wheresoever that the Drawings for works not included in this Contract are related to particular details of work.

5.6 ATTENDANCE ON OTHER CONTRACTORS

The Contractor shall from time to time as the Engineer directs provide attendance on other contractors and carryout minor works in connection with such Contract.

5.7 CONTRACTORS WORKING AREA

The area for erection of HMP and batching plant will be allotted suitably by Port. For the allotted working areas no ground rent will be charged. The buildings for site offices are not to be used for residential purpose.

5.8 TELEPHONE FACILITIES

The Contractor shall make his arrangements for the provision of telephone facilities to the site as a contingency of the Contract. However public call office with STD & ISD facilities are available at VOC Wharf, Additional Berth, Green Gate Area, Quarters Area.

5.9 SURVEYS AND LEVELS TO BE AGREED

Before the works or any part thereof are begun, the Contractor's agent and the Engineer or his representative shall together survey and take levels of the site of the works and agreed to all particulars on which the survey is to be made and on which the measurements of the works are to be based. Failing such surveys and agreements being prepared and or signed by the Contractor's agent the surveys of the Engineer shall be final and binding of the contractors.

5.10 NOTICE OF OPERATIONS

No important operation shall be commenced nor shall the work outside the working hours by carried out without the consent of the Engineer or his Representative or without full and complete notice also in writing being given to him sufficiently in advance of the time of the operation so as to enable him to make such arrangements as he may deem necessary for his inspection.

5.11 ADVERTISING

No advertisement may be placed on any building fencing or scaffolding etc., erected in connection with this Contract without the written permission of the Engineer.

5.12 EXISTING SERVICES

Drains, pipes, cables, overhead wires and similar services encountered in the course of the works shall be guarded from damages by the Contractor at his own expense so that they may continue in full and uninterrupted use to the satisfaction of the owners thereof and the Contractor shall not store materials or otherwise occupy and part of the site in a manner likely to hinder the operation of such services.

5.13 FILLING IN HOLES AND TRENCHES

The Tenderer immediately upon completion of any work under the Contract shall at his own expenses fill up all holes or trenches which have been made or dug, level or remove mounds of earth that may have been made and clear away all rubbish obtained in the execution of the work or temporary works.

5.14 KEEPING THE SITE CLEAN

The Tenderer shall at all times keep the site free from all surplus excavated materials, rubbish offensive matter which shall be disposed off in a manner to be approved by the Engineer.

5.15 MATERIALS

The Employer will not supply any construction materials of whatsoever nature and kind for the execution of the contract. The Contractor shall at his own costs and expenses make his own arrangement for obtaining all materials required, for the execution of the work and ensure that the requisite materials are procured in time. A list showing the names of the firms or company or authorities from whom the contractor proposes to obtain or purchase various materials must be submitted by the contractor and approved by the Engineer in writing before placing orders for purchasing the material

5.16 QUARRY MATERIAL & ROYALTY PAYMENTS

The contractor shall at his own costs and expenses obtain fill material / aggregate, as also find source for obtaining fill material / aggregates required for execution of works. The contractor shall also bear all costs and expenses incurred by him for identification of sources, transport of material to the site of work, royalty and other expenses in connection with obtaining fill material / aggregates.

5.17 LEAD FOR MATERIALS

The lead statement furnished for the various materials is only indicative. No increase in rates shall become payable to the Contractor if the actual lead for any of the materials is found to be more than specified in the lead statement.

6. SCOPE OF WORK

DESCRIPTION OF THE WORK:

a) Short description of the works

The work of “**Resurfacing the bituminous surface and rectifying undulations in paver block area at additional berth inside Green Gate at VOC Port Trust**” is detailed below:

The overall cost of the proposed road work is **Rs.2,63,93,837/- (Rupees Two Crores Sixty Three Lakhs Ninety Three Thousand Eight Hundred and Thirty Seven only)**

Major components

The main part of the contract involved for “**Resurfacing the bituminous surface and rectifying undulations in paver block area at additional berth inside Green Gate at VOC Port Trust**”

The main works consists of following items.

- a. Preparation of Surface Treatment.
- b. Providing and applying tack coat with bitumen emulsion using emulsion pressure distributor at the rate of 0.20 Kg. per Sqm.
- c. Providing and laying Dense Bituminous Macadam (DBM) to the required thickness with 100-120 TPH.
- d. Providing and laying of Bituminous Concrete (BC) to the require thickness with 100-120 TPH.
- e. Providing and laying Reinforced Cement Concrete 1:1.5:3
- f. Providing Form work including Centering, shuttering for RCC Work.
- g. Fabricating and placing in position of M.S / Tor steel grills for RCC Works.
- h. Removing and relaying the existing Paver Block with required thickness compacted bed of river sand over the PCC.
- i. Providing and laying Plain Cement Concrete 1:4:8
- j. Providing, Supplying and Laying of Pre-cast Cement Concrete Block.
- k. Filling with River sand bed 15 cm thick over PCC, for laying Paver Block, including watering, ramming, consolidating and dressing etc
- l. Removing/Refixing the RCC slabs over cable duct.

C) General

- i. The works are to be carried out as per approved programme.
- ii. The total period of completion of this work is **Four Months**.
- iii. The work has to be carried out in the operational areas of the Port. The Tenderer has to work out a scheme in such a way that which cause least hindrance to Port operations.

TECHNICAL SPECIFICATIONS

7. GRANULAR SUB BASE

7.1 Scope : The provisions of clause No.401.1 MoRTH specification shall apply. This work shall consist of laying and compacting well-graded material on prepared sub-grade in accordance with the requirements of these specifications. The material shall be laid in one or more layers as sub-base or lower sub-base and upper sub-base (termed as sub-base hereinafter) as necessary according to lines, grades and cross-sections shown on the drawings or as directed by the Engineer.

7.2 Materials

7.2.1 The provisions of clause No.401.2.1 MoRTH specification shall apply. The material to be used for the work shall be natural sand, crushed gravel, crushed stone, crushed slag, or combination thereof depending upon the grading required. Use of Materials like brick metal, kankar and crushed concrete shall be permitted in the lower sub-base. The material shall be free from organic or other deleterious constituents and shall conform to the gradings given in Table 400-1 and physical requirements given in Table 400-2. Gradings III and IV shall preferably be used in lower sub-base. Gradings V and VI shall be used as a Sub-base-cum-drainage layer. The grading to be adopted for a project shall be as specified in the contract. Where the sub-base is laid in two layers as upper sub-base and lower sub-base, the thickness of each layer shall not be less than 150mm.

7.2.2 The provisions of clause No.401.2.2 MoRTH specification shall apply. If the water absorption of the aggregates determined as per IS:2386 (part 3) is greater than 2 percent, the aggregates shall be tested for Wet Aggregate impact value (AIV) (IS:5650). Soft aggregates like Kankar, Brick ballast and laterite shall also be tested for Wet AIV (IS:5640).

TABLE 400-1. GRADING FOR GRANULAR SUB-BASE MATERIALS

IS Sieve Designation	Percent by weight passing the IS sieve					
	Grading I	Grading II	Grading III	Grading IV	Grading V	Grading VI
75.0 mm	100	-	-	-	100	-
53.0 mm	80-100	100	100	100	80-100	100
26.5 mm	55-90	70-100	55-75	50-80	55-90	75-100
9.50 mm	35-65	50-80	-	-	35-65	55-75
4.75 mm	25-55	40-65	10-30	15-35	25-50	30-55
2.36 mm	20-40	30-50	-	-	10-20	10-25
0.85 mm	-	-	-	-	2-10	-
0.425 mm	10-15	10-15	-	-	0-5	0-8
0.075 mm	<5	<5	<5	<5	-	0-3

Table 400-2 : Physical Requirements for Materials for Granular Sub-base

Aggregate Impact Value (AIV)	IS:2386 (Part 4) or IS:5640	40 Maximum
Liquid Limit	IS:2720 (Part 5)	Maximum 25
Plasticity Index	IS:2720 (Part 5)	Maximum 6
CBR at 98% dry density (at IS:2720 – Part 8)	IS:2720 (Part 5)	Maximum 30 unless otherwise specified in the contract

7.3 Construction Operations

7.3.1 Preparation of sub-grade: The provisions of clause No.401.3.1 MoRTH specification shall apply. Immediately prior to the laying of sub-base, the subgrade already finished to Clause 301 or 305 as applicable shall be prepared by removing all vegetation and other extraneous matter, lightly sprinkled with water, if necessary and rolled with two passes of 80 -100 kN smooth wheeled roller.

7.3.2 Spreading and compacting: The provisions of clause No.401.3.2 MoRTH specification shall apply. The sub-base material of the grading specified in the Contract and water shall be mixed mechanically by a suitable mixer equipped with provision for controlled addition of water and mechanical mixing, So as to ensure homogenous and uniform mix. The required water content shall be determined in accordance with IS:2720 (Part 8). The mix shall be spread on the prepared subgrade with the help of a motor grader of adequate capacity, its blade having hydraulic controls suitable for initial adjustment and for maintaining the required slope and grade during the operation, or other means as approved by the Engineer.

Moisture content of the mix shall be checked in accordance with IS: 2720 (Pan 2) and suitably adjusted so that, at the time of compaction, it is from 1 to 2 percent below the optimum moisture content.

Immediately after spreading the mix, rolling shall be done by an approved roller. If the thickness of the compacted layers does not exceed 100mm, a smooth wheeled roller of 80 to100 kN weight may be used. For a compacted single layer upto 200 mm the compaction shall be done with the help of a vibratory roller of minimum 80 to 100 kN static weight capable of achieving the required compaction. Rolling shall commence at the lower edge and proceed towards the upper edge longitudinally for portions having unidirectional crossfall or on super-elevation. For carriageway having crossfall on both sides, rolling shall commence at the edges and progress towards the crown.

Each pass of the roller shall uniformly overlap not less than one-third of the track made in the preceding pass. During rolling, the grade and crossfall (camber) shall be checked and any high spots or depressions which become apparent, corrected by removing or adding fresh material. The speed of the roller shall not exceed 5 KM per hour.

Rolling shall be continued till the density achieved is at least 98 percent of the maximum dry density for the material determined as per IS: 2720 (Part 8). The surface of any layer of material on completion of compaction shall be well closed, free from movement under compaction equipment and from compaction planes, ridges, cracks or loose material. All loose, segregated or otherwise defective areas shall be made good to the full thickness of layer and re-compacted.

7.4 Surface Finish and Quality Control of Work

The provisions of clause No.401.4 of MoRTH specification shall apply. The surface finish of construction shall conform to the requirements of Clause 902. Control on the quality of materials and works shall be exercised by the Engineer in accordance with Section 900.

7.5 Arrangements for Traffic

The provisions of clause No.401.5 of MoRTH specification shall apply. During the period of construction, arrangements for the traffic shall be maintained in accordance with Clause 112.

7.6 Measurements for Payment

The provisions of clause No.401.6 of MoRTH specification shall apply. Granular sub-base shall be measured as finished work in position in cubic metres.

The protection of edges of granular sub-base extended over the full formation as shown in the drawing shall be considered incidental to the work of providing granular sub-base and as such no extra payment shall be made for the same.

7.7 Rate

The provisions of clause No.401.7 of MoRTH specification shall apply. The contract unit rate for granular sub-base shall be payment in full for carrying out the required operations including full compensation for:

- i) Making arrangements for traffic to Clause 112 except for initial treatment to verges, shoulders and construction of diversions;
- ii) Supplying all materials to be incorporated in the work including all royalties, fees, rents where applicable with all leads and lifts;
- iii) All labour, tools, equipment and incidentals to complete the work to the specifications;
- iv) Carrying out the work in part widths of road where directed; and
- v) Carrying out the required tests for quality control.

8. WET MIX MACADAM SUB-BASE/BASE

8.1 Scope : The provisions of clause No.406.1 of MoRTH specification shall apply; This work shall consist of laying and compacting clean, crushed, graded aggregate and granular material, premixed with water, to a dense mass on a prepared sub-grade/sub-base/base or existing pavement as the case may be in accordance with the requirements of these specifications. The material shall be laid in one or more layers as necessary according to lines, grades and cross-sections shown on the drawings or as directed by the Engineer.

The thickness of a single compacted Wet Mix Macadam layer shall not be less than 75mm. When vibrating or other approved types of compacting equipment are used, the compacted depth of a single layer of the sub-base course may be upto 200 mm with the approval of the Engineer.

8.2 Materials

8.2.1 Aggregates

8.2.1.1 Physical requirements:

The provisions of clause No.406.2.1.1 of MoRTH specification shall apply. The coarse aggregates shall be crushed stone. If crushed gravel/shingle is used, not less than 90 percent by weight of the gravel/shingle pieces retained on 4.75 mm sieve shall have at least two fractured faces. The aggregates shall conform to the physical requirements set forth in Table 400-12.

If the water absorption value of the coarse aggregate is greater than 2 percent, the soundness test shall be carried out on the material delivered to site as per IS:2386 (Part-5).

TABLE 400-12. PHYSICAL REQUIREMENTS OF COARSE AGGREGATES FOR WET MIX MACADAM FOR SUB-BASE/BASE COURSES

Sl.No	Test	Test Method	Requirements
1.	Los Angeles Abrasion Value	IS : 2386 (Part-4)	40 Percent (Max)
	Or Aggregate Impact value	IS : 2386 (Part-4) or IS : 5640	30 Percent (Max.)
2.	Combined Flakiness and Elongation indices (Total)	IS : 2386 (Part-1)	35 Percent (Max.)*

- * To determine this combined proportion, the flaky stone from a representative sample should first be separated out. Flakiness index is weight of flaky stone metal divided by weight of stone sample. Only the elongated particles be separated out from the remaining (non-flaky) stone metal. Elongation index is weight of elongated particles divided by total non-flaky particles. The values of flakiness index and elongation index so found are added up.

8.2.1.2 Grading requirements:

The provisions of clause No.406.2.1.2 of MoRTH specification shall apply. The aggregates shall conform to the grading given in Table 400-13.

TABLE 400-13. GRADING REQUIREMENTS OF AGGREGATES FOR WET MIX MACADAM

IS Sieve Designation	Percent by weight passing the IS sieve
53.00 mm	100
45.00 mm	95-100
26.50 mm	--
22.40 mm	60-80
11.20 mm	40-60
4.75 mm	25-40
2.36 mm	15-30
600.00 micron	8-22
75.00 micron	0-5

Materials finer than 425 micron shall have Plasticity Index (PI) not exceeding 6.

The final gradation approved within these limits shall be graded from coarse to fine and shall not vary from the low limit on one sieve to the high limit on the adjacent sieve or vice versa.

8.3 Construction Operations

8.3.1 Preparation of base: The provisions of Clause No.406.3.1 of MoRTH specification shall apply.

8.3.2 Provision of lateral confinement of aggregates: The provisions of clause No.406.3.2 of MoRTH specification shall apply. While constructing wet mix macadam, arrangement shall be made for the lateral confinement of wet mix. This shall be done by laying materials in adjoining shoulders along with that of wet mix macadam layer and following the sequence of operations described in Clause 404.3.3.

8.3.3 Preparation of mix: The provisions of clause No.406.3.3 of MoRTH specification shall apply; Wet Mix Macadam shall be prepared in an approved mixing plant of suitable capacity having provision for controlled addition of water and forced/positive mixing arrangement like pugmill or pan type mixer of concrete batching plant. The plant shall have following features:

- i) For feeding aggregates – three/four bin feeders with variable speed motor.
- ii) Vibrating screen for removal of oversize aggregates
- iii) Conveyor Belt
- iv) Controlled system for addition of water
- v) Forced/positive mixing arrangement like pug-mill or pan type mixer
- vi) Centralized control panel for sequential operation of various devices and precise process control
- vii) Safety devices

Optimum moisture for mixing shall be determined in accordance with IS: 2720 (Part-8) after replacing the aggregate fraction retained on 22.4 mm sieve with material of 4.75 mm to 22.4 mm size. While adding water, due allowance should be made for evaporation losses. However, at the time of compaction, water in the wet mix should not vary from the optimum value by more than agreed limits. The mixed material should be uniformly wet and no segregation should be permitted.

8.3.4 Spreading of mix: The provisions of clause No.406.3.4 of MoRTH specification shall apply. Immediately after mixing, the aggregates shall be spread uniformly and evenly upon the prepared sub-grade/sub- base/base in required quantities. In no case should these be dumped in heaps directly on the area where these are to be laid nor shall their hauling over a partly completed stretch be permitted.

The mix may be spread by a paver finisher. The paver finisher shall be self-propelled of adequate capacity with following features:

- i) Loading hoppers and suitable distribution system, so as to provide a smooth uninterrupted material flow for different layer thicknesses from the tipper to the screed.
- ii) Hydraulically operated telescopic screed for paving width upto to 8.5 m and fixed screed beyond this. The screed shall have tamping and vibrating arrangement for initial compaction of the layer.
- iii) Automatic leveling control system with electronic sensing device to maintain mat thickness and cross slope of mat during laying procedure.

In exceptional cases where it is not possible for the paver to be utilized, mechanical means like motor grader may be used with the prior approval of the Engineer. The motor grader shall be capable of spreading in material uniformly all over the surface.

The surface of the aggregate shall be carefully checked with templates and all high or low spots remedied by removing or adding aggregate as may be required. The layer may be tested by depth blocks during construction. No segregation of larger and fine particles should be allowed. The aggregates as spread should be of uniform gradation with no pockets of fine materials.

The Engineer may permit manual mixing and/or laying of wet mix macadam where small quantity of wet mix macadam is to be executed. Manual mixing/laying in inaccessible/remote locations and in situations where use of machinery; is not feasible can also be permitted. Where manual mixing/laying is intended to be used, the same shall be done with the approval of the Engineer.

8.3.5 Compaction: The provisions of clause No.406.3.5 of MoRTH specification shall apply. After the mix has been laid to the required thickness, grade and crossfall/camber the same shall be uniformly compacted, to the full depth with suitable roller. If the thickness of single compacted layer does not exceed 100 mm, a smooth wheel roller of 80 to 100 kN weight may be used. For a compacted single layer upto 200 mm, the compaction shall be done with the help of vibratory roller of minimum static weight of 80 to 100 kN with the arrangement for adjusting the frequency and amplitude. An appropriate frequency and amplitude may be selected. The speed of the roller shall not exceed 5 km/h.

In portions having unidirectional cross fall/superelevation, rolling shall commence from the lower edge and progress gradually towards the upper edge. Thereafter, roller should progress parallel to the centre line of the road, uniformly over-lapping each preceding track by at least one-third width until the entire surface has been rolled. Alternate trips of the roller shall be terminated in stops at least 1 m away from any preceding stop.

In portions in camber, rolling should begin at the edge with the roller running forward and backward until the edges have been firmly compacted. The roller shall then progress gradually towards the centre parallel to the centre line of the road uniformly overlapping each of the preceding track by at least one-third width until the entire surface has been rolled.

Any displacement occurring as a result of reversing of the direction of a roller or from any other cause shall be corrected at once as specified and/or removed and made good.

Along forms, kerbs, walls or other places not accessible to the roller, the mixture shall be thoroughly compacted with mechanical tampers or a plate compactor. Skin patching of an area without scarifying the surface to permit proper bonding of the added material shall not be permitted.

Rolling should not be done when the sub-grade is soft or yielding or when it causes a wave-like motion in the sub-base/base course or sub-grade. If irregularities develop during rolling which exceed 12 mm when tested with a 3m straight edge, the surface should be loosened and premixed material added or removed as required before rolling again so as to achieve a uniform surface conforming to the desired grade and crossfall. In no case shall the use of unmixed material be permitted to make up the depressions.

Rolling shall be continued till the density achieved is at least 98 percent of the maximum dry density for the material as determined by the method outlined in IS: 2720 (Part-8)

After completion, the surface of any finished layer shall be well-closed, free from movement under compaction equipment or any compaction planes, ridges, cracks and loose material. All loose, segregated or otherwise defective areas shall be made good to the full thickness of the layer and recompacted.

8.3.6 Setting and drying: The provisions of clause No.406.3.6 of MoRTH specification shall apply. After final compaction of wet mix macadam course, the road shall be allowed to dry for 24 hours.

8.4 Opening to Traffic: The provisions of clause No.406.4 of MoRTH specification shall apply. No vehicular traffic shall be allowed on the finished wet mix macadam surface. Construction equipment may be allowed with the approval of the Engineer.

8.5 Surface Finish and Quality Control of Work: The provisions of clause No.406.5 of MoRTH specification shall apply.

8.5.1 Surface evenness: The provisions of clause No.406.5.1 of MoRTH specification shall apply. The surface finish of construction shall conform to the requirements of Clause 902.

8.5.2 Quality control: The provisions of clause No.406.5.2 of MoRTH specification shall apply. Control on the quality of materials and works shall be exercised by the Engineer in accordance with Section 900.

8.6 Rectification of Surface Irregularity: The provisions of clause No.406.6 of MoRTH specification shall apply. Where the surface irregularity of the wet mix macadam course exceeds the permissible tolerances or where the course is otherwise defective due to sub-grade soil getting mixed with the aggregates, the full thickness of the layer shall be scarified over the affected area, re-shaped with added premixed material or removed and replaced with fresh premixed material as applicable and recompacted in accordance with Clause 406.3. The area

treated in the aforesaid manner shall not be less than 5 m long and 2 m wide. In no case shall depressions be filled up with unmixed and ungraded material or fines.

8.7 Arrangement for Traffic

The provisions of clause No.406.7 of MoRTH specification shall apply. During the period of construction, arrangement for traffic shall be done as per Clause 112.

8.8 Measurements for Payment

The provisions of clause No.406.8 of MoRTH specification shall apply. Wet mix macadam shall be measured as finished work in position in Cubic metres.

8.9 Rate

The provisions of clause No.406.9 of MoRTH specification shall apply. The Contract unit rate for wet mix macadam shall be payment in full for carrying out the required operations including full compensation for all components listed in Clause 401.7.

9. PRIME COAT OVER GRANULAR BASE

9.1 Scope : The provisions of clause No.502.1 of MoRTH specification shall apply; This work shall consist of the application of a single coat of low viscosity liquid bituminous material to a porous granular surface preparatory to the superimposition of bituminous treatment or mix. The work shall be carried out on a previously prepared granular/stabilized surface to Clause 501.8.

9.2 Materials: The provisions of clause No.502.2 of MoRTH specification shall apply

9.2.1 The provisions of clause No.502.2.1 of MoRTH specification shall apply; The primer shall be cationic bitumen emulsion SS1 grade conforming to IS:8887 or medium curing cutback bitumen conforming to IS:217 or as specified in the contract.

9.2.2 The provisions of clause No.502.2.2 of MoRTH specification shall apply. Quantity of SS1 grade bitumen emulsion for various types of granular surface shall be as given in Table 500-3.

TABLE 500-3 : Quantity of Bitumen Emulsion for Various Types of Granular Surfaces

Type of Surface	Rate of Spray (kg/Sqm)
WMM/WBM	0.7 – 1.0
Stabilized soil bases/Crusher Run Macadam	0.9 – 1.2

9.2.3 The provisions of clause No.502.2.3 of MoRTH specification shall apply. Cutback for primer shall not be prepared at the site. Type and quantity of cutback bitumen for various types for granular surface shall be as given in Table 500-4.

TABLE 500-4 : Type and Quantity of Cutback Bitumen for Various Types of Granular Surfaces

Type of Surface	Type of Cutback	Rate of Spray (kg/Sqm)
WMM/WBM	MC 30	0.6 – 0.9
Stabilized soil bases/Crusher Run Macadam	MC 70	0.9 – 1.2

9.2.4 The provisions of clause No.504.2.4 of MoRTH specification shall apply. The Correct quantity of primer shall be decided by the Engineer and shall be such that it can be absorbed by the surface without causing run-off of excessive primer and to achieve desired penetration of about 8-10mm.

9.3 Weather and Seasonal Limitations

The provisions of clause No.502.3 of MoRTH specification shall apply. Primer shall not be applied during a dust storm or when the weather is foggy, rainy or windy or when the temperature in the shade is less than 10°C. Cutback bitumen as primer shall not be applied to a wet surface. Surfaces which are to receive emulsion primer should be damp, but no free or standing water shall be present. Surface can be just wet by very light sprinkling of water.

9.4 Construction

9.4.1 Equipment: The provisions of clause No.502.4.1 of MoRTH specification shall apply. The primer shall be applied by a self-propelled or towed bitumen pressure sprayer equipped for spraying the material uniformly at specified rate and temperatures. Hand spraying shall not be allowed except in small areas, inaccessible to the distributor, or in narrow strips where primer shall be sprayed with a pressure hand sprayer, or as directed by the Engineer.

9.4.2 Preparation of Road Surface: The provisions of clause No.502.4.2 of MoRTH specification shall apply. The granular surface to be primed shall be swept clean by power brooms or mechanical sweepers and made free from dust. All loose material and other foreign material shall be removed completely. If soil/moorum binder had been used in the WBM surface, part of this should be brushed and removed to a depth of about 2mm so as to achieve good penetration.

9.4.3 Application of Bituminous Primer: The provisions of clause No.502.4.3 of MoRTH specification shall apply. After preparation of the road surface as per Clause 502.4.2, the primer shall be sprayed uniformly at the specified rate. The method for application of the primer will depend on the type of equipment to be used, size of nozzles, pressure at the spray bar and speed of forward movement. The contractor shall demonstrate at a spraying trial, that the equipment and method to be used is capable of producing a uniform spray, within the tolerances specified.

No heating or dilution of SS1 bitumen emulsion and shall be permitted at site. Temperature of cutback bitumen shall be high enough to permit the primer to be sprayed effectively through the jets of the spray and to cover the surface uniformly.

9.4.4 Curing of Primer and Opening to Traffic: The provisions of clause No.502.4.4 of MoRTH specification shall apply. A primed surface shall be allowed to cure for at least 24 hours or such other higher period as is found to be necessary to allow all the moisture/volatiles to evaporate before any subsequent surface treatment or mix is laid. Any unabsorbed primer shall

first be blotted with a light application of sand, using the minimum quantity possible. A primed surface shall not be opened to traffic other than that necessary to lay the next course.

9.5 Quality Control of Work: The provisions of clause No.502.5 of MoRTH specification shall apply. For control of the quality of materials and the works carried out, the relevant provisions of Section 900 shall apply.

9.6 Arrangements for Traffic: The provisions of clause No.502.6 of MoRTH specification shall apply. During construction operations, arrangements for traffic shall be made in accordance with the provisions of Clause 112.

9.7 Measurements for Payment: The provisions of clause No.502.7 of MoRTH specification shall apply. Prime Coat shall be measured in terms of surface area of application in square meters.

9.8 Rate : The provisions of clause No.502.8 of MoRTH specification shall apply. The Contract unit rate for prime coat shall be payment in full for carrying out the required operations including full compensation for all components listed in Clause 401.7 (i) to (v) and as applicable to the work specified in these specifications. Payment shall be made on the basis of the provision of prime coat at an application rate of quantity at 0.6kg per square metre or at the rate specified in the Contract, with adjustment, plus or minus, for the variation between this quantity and the actual quantity approved by the Engineer after the preliminary trials referred to in Clause 502.4.3.

10. TACK COAT

10.1 Scope : The provisions of clause No.503.1 of MoRTH specification shall apply. The work shall consist of the application of a single coat of low viscosity liquid bituminous material to existing bituminous, cement concrete or primed granular surface preparatory to the superimposition of a bituminous mix. When specified in the contract or as instructed by the Engineer. The work shall be carried out on a previously prepared surface in accordance with Clause 501.8.

10.2 Materials

The provisions of clause No.503.2 of MoRTH specification shall apply; The binder used for tack coat shall be either Cationic Bitumen emulsion (RS 1) complying with IS:8887 or suitable low viscosity paving bitumen of VG 10 grade conforming to IS:73. The use of cutback bitumen RC:70 as per IS:217 shall be restricted only for sites at sub-zero temperatures or for emergency applications as directed by the Engineer. The type and grade of binder for tack coat shall be as specified in the Contract or as directed by the Engineer.

10.3 Weather and Seasonal Limitations

The provisions of clause No.503.3 of MoRTH specification shall apply. Bituminous material shall not be applied during a dust storm or when the weather is foggy, rainy or windy or when the temperature in the shade is less than 10°C. Where the tack coat consists of emulsion, the

surface shall be slightly damp, but now wet. Where the tack coat is of cutback bitumen, the surface shall be dry.

10.4 Construction: The provisions of clause No.503.4 of MoRTH specification shall apply.

10.4.1 Equipment: The provisions of clause No.503.4.1 of MoRTH specification shall apply, The tack coat shall be applied by a self-propelled or towed bitumen pressure sprayer, equipped for spraying the material uniformly at a specified rate. Hand spraying shall not be permitted except in small areas, inaccessible to the distributor, or narrow strips, shall be sprayed with a pressure hand sprayer, or as directed by the Engineer.

10.4.2 Preparation of Base: The provisions of clause No.503.4.2 of MoRTH specification shall apply. The surface on which the tack coat is to be applied shall be clean and free from dust, dirt and any extraneous material, and be otherwise prepared in accordance with the requirements of Clause 501.8. The granular or stabilized surfaces shall be primed as per Clause 502. Immediately before the application of the tack coat, the surface shall be swept clean with a mechanical broom, and high pressure air jet, or by other means as directed by the Engineer.

10.4.3 Application of Tack Coat: The provisions of clause No.503.4.3 of MoRTH specification shall apply. The application of tack coat shall be at the rate specified in Table 500-5, and it shall be applied uniformly. If rate of application of Tack Coat is not specified in the contract, then it shall be the rate specified in Table 500-5. No dilution or heating at site of RS1 bitumen emulsion shall be permitted. Paving bitumen if used for tack coat shall be heated to appropriate temperature in bitumen boilers to achieve viscosity less than 2 poise. The normal range of spraying temperature for a bituminous emulsion shall be 20°C to 70°C and for cutback, 50°C to 80°C. The method of application of tack coat will depend on the type of equipment to be used, size of nozzles, pressure at the spray bar, and speed or forward movement. The contractor shall demonstrate at a spraying trial, that the equipment and method to be used is capable of producing a uniform spray, within the tolerances specified.

Table 500-5: Rate of Application of Tack Coat

Type of Surface	Rate of Spray (kg/Sqm)
Bituminous Surfaces	0.20 – 0.30
Granular Surfaces treated with Primer	0.25 – 0.30
Cement Concrete Pavement	0.30 – 0.35

10.4.4 Curing of Tack Coat: The provisions of clause No.503.4.4 of MoRTH specification shall apply. The tack coat shall be left to cure until all the volatiles have evaporated before any subsequent construction is started. No plant or vehicles shall be allowed on the tack coat other than those essential for the construction.

10.5 **Quality Control of Work** : The provisions of clause No.503.5 of MoRTH specification shall apply. For control of the quality of materials and the works carried out, the relevant provisions of Section 900 shall apply.

10.6 **Arrangements for Traffic** : The provisions of clause No.503.6 of MoRTH specification shall apply. During the period of construction, arrangements for traffic shall be made in accordance with the provisions of Clause 112.

10.7 **Measurements for Payment** : The provisions of clause No.503.7 of MoRTH specification shall apply. Tack Coat shall be measured in terms of surface area of application in square meters.

10.8 **Rate** : The provisions of clause No.503.8 of MoRTH specification shall apply. The Contract unit rate for tack coat shall be payment in full for carrying out the required operations including full compensation for all components listed in Clause 401.8 (i) to (v) and as applicable to the work specified in these specifications. The rate shall cover the provision of tack coat, at 0.2 kg per square metre or at the rate specified in the Contract, with the provision that the variation between this quantity and actual quantity of bitumen used will be assessed and the payment adjusted accordingly.

11. BITUMINOUS MACADAM

11.1 Scope

The provisions of clause No.504.1 of MoRTH specification shall apply. This work shall consist of construction in a single course having 50mm to 100mm thickness or in multiple courses of compacted crushed aggregates premixed with a bituminous binder on a previously prepared base to the requirements of these Specifications. Since the Bituminous macadam is an open graded mix, there is a potential that it may trap water or moisture vapour within the pavement system. Therefore, adjacent layer (shoulders) should have proper drainage quality to prevent moisture-induced damage to the BM.

11.2 Materials

11.2.1 **Bitumen**: The provisions of clause No.504.2.1 of MoRTH specification shall apply. The bitumen shall be viscosity graded paving bitumen complying with Indian Standard Specification for paving bitumen, IS:73 or as specified in the Contract. The type and grade of bitumen to be used would depend upon the climatic conditions and the traffic. Guidelines for selection of bitumen are given in Table 500-1.

11.2.2 **Coarse aggregates**: The provisions of clause No.504.2.2 of MoRTH specification shall apply. The coarse aggregates shall consist of crushed rock, crushed gravel or other hard material retained on 2.36 mm sieve. It shall be clean, hard, durable and cubical shape, free from dust and soft organic and other deleterious substances. The aggregates shall satisfy the physical requirements specified in Table 500-6. Where crushed gravel is proposed for use as aggregate, not less than 90% by weight of the crushed material retained on 4.75 mm sieve shall have at least two fractured faces resulting from crushing operation. Before approval of the source, the aggregates shall be tested for stripping. Where the Contractor's selected source of aggregates

have poor affinity for bitumen, as a condition for the approval of that source, the bitumen shall be treated with approved anti-stripping agents, as per the manufacturer's recommendations, without additional payment.

11.2.3 Fine aggregates: The provisions of clause No.504.2.3 of MoRTH specification shall apply. The fine aggregates shall consist of crushed or naturally occurring mineral material, or a combination of the two, passing 2.36 mm sieve and retained on 75 micron sieve. It shall be clean, hard, durable, free from dust and soft organic and other deleterious substances. Natural sand shall not be used in the binder course.

Table 500-6 : Physical Properties of Coarse Aggregate

Property	Test	Specification	Method of Test
Cleanliness	Grain size analysis	Max 5% passing 0.075 Micron	IS:2386 Part I
Particle shape	Combined Flakiness and Elongation Indices	Max 35%	IS:2386 Part I
Strength	Los Angeles Abrasion Value or Aggregate Impact Value	Max 40%	IS:2386 Part IV
		Max 30%	IS:2386 Part IV
Durability	Soundness (Sodium or Magnesium)	5 Cycles	IS:2386 Part V IS:2386 Part V
	Sodium Sulphate	Max 12%	
	Magnesium Sulphate	Max 18%	
Water Absorption	Water absorption	Max 2%	IS:2386 Part III
Stripping	Coating and Stripping of Bitumen Aggregate	Min. retained coating 95%	IS:6241
Water Sensitivity	Retained Tensile Strength *	Min 80%	AASHTO 283

* If the minimum retained tensile strength falls below 80 percent, use of anti stripping agent is recommended to meet the minimum requirements.

11.2.4 Aggregate grading and binder content: The provisions of clause No.504.2.4 of MoRTH specification shall apply. The combined grading of the coarse aggregates and fine aggregates, when tested in accordance with IS: 2386 Part 1, wet sieving method, shall conform to limit given in Table 500-8. The type and quantity of bitumen and appropriate thickness is also given in Table 500-7. .

11.2.5 Proportioning of material: The provisions of clause No.504.2.5 of MoRTH specification shall apply. The combined aggregate grading shall not vary from the lower limit on one sieve to the higher limit on the adjacent sieve to avoid gap grading. The aggregates may be proportioned and blended to produce a uniform mix complying with the requirements in Table 500-7. The binder content shall be within a tolerance of ± 0.3 percent by weight of total mix when individual specimens are taken for quality control tests in accordance with the provisions of Section 900.

11.3 Construction Operations

11.3.1 Weather and seasonal limitations: The provisions of clause No.504.3.1 of MoRTH specification shall apply. The provisions of Clause 501.5.1 shall apply.

TABLE 500-7 : Aggregate Grading and Bitumen Content

Grading	1	2
Nominal maximum aggregate size *	40 mm	19 mm
Layer Thickness	80 - 100 mm	50 - 75 mm
IS Sieve size (mm)	Cumulative % by weight of total aggregate passing	
45	100	
37.5	90 – 100	
26.5	75 - 100	100
19	-	90 - 100
13.2	35 – 61	56 -88
4.75	13 - 22	16 – 36
2.36	4 – 19	4 - 19
0.3	2 - 10	2 - 10
0.075	0 – 8	0 - 8
Bitumen content ** percent by mass of total mix	3.3 **	3.4 **

* Nominal maximum aggregate size is the largest specified sieve size upon which any of the aggregate material is retained.

** Corresponds to specific gravity of the Aggregate being 2.7. In case aggregates have specific gravity more than 2.7, bitumen content can be reduced proportionately. Further, for regions where highest daily mean air temperature is 30°C or lower and lowest daily mean air temperature is -10°C or lower, the bitumen content may be increased by 0.5 percent.

11.3.2 Preparation of the base: The provisions of clause No.504.3.2 of MoRTH specification shall apply. The base on which bituminous macadam is to be laid shall be prepared, shaped and compacted to the required profile in accordance with Clauses 501.8 and 902.3 as appropriate,

and a prime coat, shall be applied in accordance with Clause 502 where specified, or as directed by the Engineer. The surface shall be thoroughly swept clean by a mechanical broom, and the dust removed by compressed air. In locations where mechanical broom cannot get access, other approved methods shall be used as directed by the Engineer.

11.3.3 Tack Coat : The provisions of clause No.504.3.3 of MoRTH specification shall apply. A tack coat in accordance with Clause 503 shall be applied as required under the Contract or as directed by the Engineer.

11.3.4 Preparation and transportation of the mixture: The provisions of clause No.504.3.4 of MoRTH specification shall apply. The provisions of Clauses 501.3 and 501.4 shall apply.

11.3.5 Spreading: The provisions of clause No.504.3.5 of MoRTH specification shall apply , and the provisions of Clauses 501.5.3 shall apply.

11.3.6 Rolling: The provisions of clause No.504.3.6 of MoRTH specification shall apply. Compaction shall be carried out in accordance with the provisions of Clauses 501.6 and 501.7.

Rolling shall be continued until the specified density is achieved, or where no density is specified, until there is no further movement under the roller. The required frequency of testing is defined in Clause 903.

11.4 Surface Finish and Quality Control of Work

The provisions of clause No.504.4 of MoRTH specification shall apply. The surface finish of the completed construction shall conform to the requirements of Clause 902. For control of the quality of materials and the works carried out, the relevant provisions of Section 900 shall apply.

11.5 Protection of the Layer

The provisions of clause No.504.5 of MoRTH specification shall apply. The bituminous macadam shall be covered with either the next pavement course or wearing course, as the case may be, within a maximum of forty-eight hours. If there is to be any delay, by the contractor the course shall be covered by a seal coat to the requirement of Clause 512 before opening to any traffic. The seal coat in such cases shall be considered incidental to the work and shall not be paid for separately.

11.6 Arrangements for Traffic

The provisions of clause No.504.6 of MoRTH specification shall apply and during the period of construction, arrangements for traffic shall be made in accordance with the provisions of Clause 112.

11.7 Measurement for Payment

The provisions of clause No.504.7 of MoRTH specification shall apply. Bituminous macadam shall be measured as finished work in cubic metres, or by weight in metric tonnes, where used as regulating course, or square metres at the specified thickness as indicated in the contract or shown on the drawings, or as otherwise directed by the Engineer.

11.8 Rate

The provisions of clause No.504.8 of MoRTH specification shall apply. The Contract unit rate for bituminous macadam shall be payment in full for carrying out the required operations as specified. The rate shall include cost for all components listed in Clause 501.8.8.2.

12. DENSE BITUMINOUS MACADAM

12.1 Scope: The provisions of clause No.505.1 of MoRTH specification shall apply. The specification describes the design and construction procedure for Dense Bituminous Macadam, (DBM), for use mainly, but not exclusively, in base/binder and profile corrective courses. The work shall consist of construction in a single or multiple layers of DBM on a previously prepared base or sub-base. The thickness of a single layer shall be 50mm to 100mm.

12.2 Materials

12.2.1 Bitumen: The provisions of clause No.505.2.1 of MoRTH specification shall apply. The bitumen shall be viscosity grade paving bitumen complying with the Indian Standard Specification IS:73, modified bitumen complying with Clause 501.2.1 or as otherwise specified in the contract.

The type and grade of bitumen to be used shall be specified in the contract.

12.2.2 Coarse aggregates: The provisions of clause No.505.2.2 of MoRTH specification shall apply. The coarse aggregates shall consist of crushed rock, crushed gravel or other hard material retained on the 2.36 mm sieve. They shall be clean, hard, durable, of cubical shape, free from dust and soft or friable matter, organic or other deleterious substances. Where the Contractor's selected source of aggregates has poor affinity for bitumen, the contractor shall produce test results that with the use of anti-stripping agents, the stripping value is improved to satisfy the specification requirements. The Engineer may approve such a source and as a condition for the approval of that source, the bitumen shall be treated with an approved anti-stripping agent, as per the manufacturer's recommendations, at the cost of the contractor. The aggregates shall satisfy the requirements specified in Table 500-8.

Where crushed gravel is proposed for use as aggregate, not less than 90 percent by weight of the crushed material retained on the 4.75 mm sieve shall have at least two fractured faces.

12.2.3 Fine aggregates: The provisions of clause No.505.2.3 of MoRTH specification shall apply. Fine aggregates shall consist of crushed or naturally occurring mineral material, or a combination of the two, passing the 2.36mm sieve and retained on the 75 micron sieve. They shall be clean, hard, durable, dry and free from dust, and soft or friable matter, organic or other deleterious matter. Natural sand shall not be allowed in binder courses. However, natural sand upto 50 percent of the fine aggregate may be allowed in base courses. The fine aggregate shall have a sand equivalent value of not less than 50 when tested in accordance with the requirement of IS:2720 (part 37). The plasticity index of the fraction passing the 0.425 mm sieve shall not exceed 4, when tested in accordance with IS: 2720 (Part 5).

12.2.4 Filler: The provisions of clause No.505.2.4 of MoRTH specification shall apply. Filler shall consist of finely divided mineral matter such as rock dust, hydrated lime or cement approved by the Engineer. The filler shall be graded within the limits indicated in Table 500-9.

The filler shall be free from organic impurities and have a Plasticity Index not greater than 4. The Plasticity Index requirement shall not apply if filler is cement or lime. Where the aggregates fail to meet the requirements of the water sensitivity test in Table 500-8, then 2 percent by total weight of aggregate, of hydrated lime shall be used and percentage of fine aggregate reduced accordingly.

12.2.5 Aggregate grading and binder content:

12.2.5.1 The provisions of clause No.505.2.5.1 of MoRTH specification shall apply. When tested in accordance with IS: 2386 Part 1 (wet sieving method), the combined grading of the coarse and fine aggregates and filler for the particular mixture shall fall within the limits given in Table 500-10 for grading 1 or 2 as specified in the Contract. To avoid gap grading, the combined aggregate gradation shall not vary from the lower limit on one sieve to higher limit on the adjacent sieve.

TABLE 500-8. Physical requirements for coarse aggregate for Dense Bituminous Macadam

Property	Test	Specification	Method of Test
Cleanliness (dust)	Grain size analysis	Max 5% passing 0.075mm sieve	IS:2386 Part I
Particle shape	Combined Flakiness and Elongation Indices *	Max 35%	IS:2386 Part I
Strength	Los Angeles Abrasion Value or Aggregate Impact Value	Max 35% Max 27%	IS:2386 Part IV
Durability	Soundness either : Sodium Sulphate or Magnesium Sulphate	Max 12% Max 18%	IS:2386 Part V
Water Absorption	Water absorption	Max 2%	IS:2386 Part III
Stripping	Coating and Stripping of Bitumen Aggregate Mix	Minimum retained coating 95%	IS:6241
Water Sensitivity	Retained Tensile Strength **	Min 80%	AASHTO 283

* To determine this combined proportion, the flaky stone from a representative sample should first be separated out. Flakiness index is weight of flaky stone metal divided by weight of stone sample. Only the elongated particles to be separated out from the remaining (non-flaky) stone

metal. Elongation index is weight of elongated particles divided by total non-flaky particles. The values of flakiness index and elongation index so found are added up.

** If the minimum retained tensile test strength falls below 80 percent, use of anti stripping agent is recommended to meet the requirement.

TABLE 500-9. Grading requirements for Mineral Filler

IS Sieve (mm)	Cumulative per cent passing by weight of total aggregate
0.6	100
0.3	95-100
0.075	85 - 100

TABLE 500-10. Composition of Dense Graded Bituminous Macadam

Grading	1	2
Nominal aggregate size	37.5 mm	26.5 mm
Layer Thickness	75 - 100 mm	50 - 75 mm
IS Sieve (mm)	Cumulative % by weight of total aggregate passing	
45	100	
37.5	95 - 100	100
26.5	63 - 93	90 - 100
19	-	71 - 95
13.2	55 - 75	56 - 80
9.5	-	-
4.75	38 - 54	38 - 54
2.36	28 - 42	28 - 42
1.18	-	-
0.6	-	-
0.3	7 - 21	7 - 21
0.15	-	-
0.075	2 - 8	2 - 8
Bitumen content % by mass of total mix	Min 4.0 **	Min 4.5 **

* The nominal maximum particle size is the largest specified sieve size upon which any of the aggregate is retained.

* * Corresponds to specific gravity of aggregates being 2.7. Incase aggregate have specific gravity more than 2.7, the minimum bitumen content can be reduced proportionately. Further the region where highest daily mean air temperature is 30°C or lower and lowest daily air temperature is -10°C or lower, the bitumen content may be increased by 0.5 percent.

12.2.5.2 The provisions of clause No.505.2.5.2 of MoRTH specification shall apply. Bitumen content indicated in Table 500-10 is the minimum quantity. The quantity shall be determined in accordance with Clause 505.3

12.3 Mixture Design: The provisions of clause No.505.3 of MoRTH specification shall apply. The bitumen content required shall be determined following the Marshall mix design procedure contained in Asphalt Institute Manual MS -2.

The fines to Bitumen (F/B) ratio by weight of total mix shall range from 0.6 to 1.2.

12.3.1 Requirement for the mixture: The provisions of clause No.505.3.1 of MoRTH specification shall apply. Apart from conformity with the grading and quality requirements for individual ingredients, the mixture shall meet the requirements set out in Table 500-11.

TABLE 500-11. Requirements for Dense Graded Bituminous Macadam

Properties	Viscosity grade paving bitumen	Modified Bitumen		Test Method
		Hot climate	Cold climate	
Compaction level	75 blows on each face of the specimen			
Minimum stability (kn at 60 C)	9.0	12.0	10.0	AASHTO T245
Marshall flow (mm)	2-4	2.5 - 4	3.5 - 5	AASHTO T245
Marshall quotient (stability/flow)	2 - 5	2.5 - 5		MS-2 and ASTM D2041
% air voids	3 - 5			
% voids filled with bitumen (VFB)	65 - 75			
coating of aggregate particle	95% Minimum			IS:6241
tensile strength ration	80% Minimum			AASHTO T283
% voids in mineral aggregate (VMA)	Minimum percent voids in mineral aggregate (vma) are set out in table 500-13			

12.3.2 Binder content: The provisions of clause No.505.3.2 of MoRTH specification shall apply. The binder content shall be optimized to achieve the requirements of the mix set out in Table 500-11. The binder content shall be selected to obtain 4 percent air voids in the mix design. The Marshall method for determining the optimum binder content shall be adopted as described in the Asphalt Institute Manual MS-2.

Where maximum size of the aggregate is more than 26.5mm, the modified Marshall method using 150mm diameter specimen described in MS-2 and ASTM D 5581 shall be used. This

method requires modified equipment and procedures. When the modified marshall test is used, the specified minimum stability values in Table 500-12 shall be multiplied by 2.25, and the minimum flow shall be 3mm.

TABLE 500-12. Minimum percent voids in mineral aggregate (VMA)

Nominal Maximum Particle Size ¹ (mm)	Minimum VMA Percent Related to Design Percentage Air Voids		
	3.0	4.0	5.0
26.5	11.0	12.0	13.0
37.5	10.0	11.0	12.0

Note: Interpolate minimum voids in the mineral aggregate (VMA) for designed percentage air voids values between those listed.

12.3.3 Job mix formula: The provisions of clause No.505.3.3 of MoRTH specification shall apply. The Contractor shall submit to the Engineer for approval at least 21 days before the start of the work, the job mix formula proposed for use in the works, together with the following details:

- i) Source and location of all materials;
- ii) Proportions of all materials expressed as follows:
 - i. Binder type, and percentage by weight of total mix;
 - ii. Coarse aggregate/Fine aggregate/Mineral filler as percentage by weight of total aggregate including mineral filler;
- iii) A single definite percentage passing each sieve for the mixed aggregate;
- iv) The individual grading of the individual aggregate fraction, and the proportion of each in the combined grading.
- v) The results of mix design such as maximum specific gravity of loose mix (G_{mm}), compacted specimen densities, Marshall stability, flow, air voids, VMA, VFB and related graphs and test results of AASHTO T 283 Moisture susceptibility test;
- vi) Where the mixer is a batch mixer, the individual weights of each type of aggregate, and binder per batch,
- vii) Test results of physical characteristics of aggregates to be used;
- viii) Mixing temperature and compacting temperature.

While establishing the job mix formula, the Contractor shall ensure that it is based on a correct and truly representative sample of the materials that will actually be used in the work and that the mix and its different ingredients satisfy the physical and strength requirements of these Specifications.

Approval of the job mix formula shall be based on independent testing by the Engineer for which samples of all ingredients of the mix shall be furnished by the Contractor as required by the Engineer.

The approved job mix formula shall remain effective unless and until a revised Job Mix Formula is approved. Should a change in the source of materials be proposed, a new job mix formula shall be forwarded by the contractor to the Engineer for approval before the placing of the material.

12.3.4 Plant trials - Permissible variation in job mix formula: The provisions of clause No.505.3.4 of MoRTH specification shall apply. Once the laboratory job mix formula is approved, the Contractor shall carry out plant trials to establish that the plant can produce a uniform mix conforming to the approved job mix formula. The permissible variations of the individual percentages of the various ingredients in the actual mix from the job mix formula to be used shall be within the limits as specified in Table 500- 13 and shall remain within the gradation band. These variations are intended to apply to individual specimens taken for quality control tests in accordance with Section 900.

Table 500-13. Permissible variations in the actual mix from the job mix formula

Description	Base/binder course
Aggregate passing 19mm sieve or larger	± 8%
Aggregate passing 13.2 mm, 9.5 mm	± 7%
Aggregate passing 4.75 mm	± 6%
Aggregate passing 2.36mm, 1.18mm, 0.6mm	± 5%
Aggregate passing 0.3mm, 0.15mm	± 4%
Aggregate passing 0.075mm	± 2%
Binder content	± 0.3%
Mixing temperature	± 10°C

12.3.5 Laying Trials: The provisions of clause No.505.3.5 of MoRTH specification shall apply. Once the plant trials have been successfully completed and approved, the Contractor shall carry out laying trials, to demonstrate that the proposed mix can be successfully laid and compacted all in accordance with Clause 501. The laying trial shall be carried out on a suitable area which is not to form part of the works. The area of the laying trials shall be a minimum of 100 sq.m. of construction similar to that of the project road, and it shall be in all respects, particularly compaction, the same as the project construction, on which the bituminous material is to be laid.

The Contractor shall previously inform the Engineer of the proposed method for laying and compacting the material. The plant trials shall then establish if the proposed laying plant, compaction plant, and methodology is capable of producing satisfactory results. The density of the finished paving layer shall be determined by taking cores, no sooner than 24 hours after laying, or by other approved method. The compacted layers of Dense Graded Bituminous Macadam (DBM) shall have a minimum field density equal to or more than 92% of the density

based on theoretical maximum specific gravity (G_{mm}) obtained on the day of compaction in accordance with ASTM D 2041.

Once the laying trials have been approved, the same plant and methodology shall be applied to the laying of the material on the project, and no variation of either shall be acceptable, unless approved in writing by the Engineer, who may at his discretion require further laying trials.

12.4 Construction Operations

12.4.1 Weather and seasonal limitations: The provisions of clause No.505.4.1 of MoRTH specification shall apply. The provisions of Clause 501.5.1 shall apply.

12.4.2 Preparation of base: The provisions of clause No.505.4.2 of MoRTH specification shall apply. The base on which Dense Graded Bituminous Material is to be laid shall be prepared in accordance with Clauses 501 and 902 as appropriate, or as directed by the Engineer.

12.4.3 Geosynthetics: The provisions of clause No.505.4.3 of MoRTH specification shall apply. Where Geosynthetics are specified in the Contract, this shall be in accordance with the requirements stated in Clause 703.

12.4.4 Stress absorbing layer: The provisions of clause No.505.4.4 of MoRTH specification shall apply. Where a stress absorbing layer is specified in the Contract, this shall be applied in accordance with the requirements of Clause 517.

12.4.5 Prime coat: The provisions of clause No.505.4.5 of MoRTH specification shall apply. Where the material on which the dense bituminous macadam is to be laid is other than a bitumen bound layer, a prime coat shall be applied, as specified, in accordance with the provisions of Clause 502, or as directed by the Engineer.

12.4.6 Tack coat: The provisions of clause No.505.4.6 of MoRTH specification shall apply. Where the material on which the dense bituminous macadam is to be laid is either bitumen bound layer or primed granular layer, tack coat shall be applied, as specified, in accordance with the provisions of Clause 503, or as directed by the Engineer.

12.4.7 Mixing and transportation of the mix: The provisions of clause No.505.4.7 of MoRTH specification shall apply. The provisions as specified in Clauses 501.3 and 501.4 shall apply. Table 500-2 gives the mixing, laying and rolling temperature for dense mixes using viscosity grade bitumen. In case of modified bitumen, the temperature of mixing and compaction shall be higher than the mix with viscosity grade bitumen. The exact temperature depends upon the type and amount of modifier used and shall be adopted as per the recommendations of the manufacturer. In order to have uniform quality, the plant shall be calibrated from time to time.

12.4.8 Spreading: The provisions of clause No.505.4.8 of MoRTH specification shall apply. The provisions of Clauses 501.5.3 and 501.5.4 Shall apply.

12.4.9 Rolling: The provisions of clause No.505.4.9 of MoRTH specification shall apply. The general provisions of Clauses 501.6 and 501.7 shall apply, as modified by the approved laying trials. The compaction process shall be carried out by the same plant, and using the same method, as approved in the laying trials, which may be varied only with the express approval of the Engineer in writing.

12.5 Opening to Traffic

The provisions of clause No.505.5 of MoRTH specification shall apply. It shall be ensured that the traffic is not allowed without the approval of the Engineer in writing, on the surface until the dense bituminous layer has cooled to the ambient temperature.

12.6 Surface Finish and Quality Control of Work

The provisions of clause No.505.6 of MoRTH specification shall apply. The surface finish of the completed construction shall conform to the requirements of Clause 902. All materials and workmanship shall comply with the provisions set out in Section 900 of these Specification.

12.7 Arrangements for Traffic

The provisions of clause No.505.7 of MoRTH specification shall apply. During the period of construction, arrangements for traffic shall be made in accordance with the provisions of Clause 112.

12.8 Measurement for Payment

The provisions of clause No.505.8 of MoRTH specification shall apply. Dense Graded Bituminous Materials shall be measured as finished work either in cubic metres, tones or by the square metre at a specified thickness as indicated in the contract drawings, or documents, or as otherwise directed by the Engineer.

12.9 Rate

The provisions of clause No.505.9 of MoRTH specification shall apply. The contract unit rate for Dense Graded Bituminous Macadam shall be payment in full for carrying out all the required operations as specified and shall include, to all components listed in Clause 501.8.8.2. The rate shall include the provision of bitumen, at 4 percent and 4.5 percent by weight of the total mixture for grading 1 and grading 2 respectively.

The variation in actual percentage of bitumen used shall be assessed and the payment adjusted plus or minus accordingly.

13. BITUMINOUS CONCRETE

13.1 Scope: The provisions of clause No.507.1 of MoRTH specification shall apply. This work shall consist of Construction of Bituminous Concrete, for use in wearing and profile corrective courses. This work shall consist of construction in a single layer of bituminous concrete on a previously prepared bituminous bound surface. A single layer shall be 30mm/40 mm/50 mm thick.

13.2 Materials

13.2.1 Bitumen: The provisions of clause No.507.2.1 of MoRTH specification shall apply. The bitumen shall conform to Clause 504.2.1.

13.2.2 Coarse aggregates: The provisions of clause No.507.2.2 of MoRTH specification shall apply. The coarse aggregates shall be generally as specified in Clause 504.2.2, except that the aggregates shall satisfy the physical requirements of Table 500-16 and where crushed gravel is proposed for use as aggregate, not less than 95 percent by weight of the crushed material retained on the 4.75mm sieve shall have atleast two fractured faces.

TABLE 500-16. Physical requirements for coarse aggregate for bituminous concrete pavement layers

Property	Test	Specification	Method of Test
Cleanliness (dust)	Grain size analysis	Max 5% passing 0.075mm sieve	IS:2386 Part I
Particle shape	Combined Flakiness and Elongation Indices	Max 35%	IS:2386 Part I
Strength	Los Angeles Abrasion Value or Aggregate Impact Value	Max 30% Max 24%	IS:2386 Part IV
Durability	Soundness either : Sodium Sulphate or Magnesium Sulphate	Max 12% Max 18%	IS:2386 Part V
Polishing	Polished Stone Value	Min 55	BS:812 -114
Water Absorption	Water absorption	Max 2%	IS:2386 Part III
Stripping	Coating and Stripping of Bitumen Aggregate Mix	Minimum retained coating 95%	IS:6241
Water Sensitivity	Retained Tensile Strength *	Min 80%	AASHTO 283

* If the minimum retained tensile test strength falls below 80 percent, use of anti stripping agent is recommended to meet the requirement.

13.2.3 Fine aggregates: The provisions of clause No.507.2.3 of MoRTH specification shall apply. The fine aggregates shall be all as specified in Clause 505.2.3.

13.2.4 Filler: The provisions of clause No.507.2.4 of MoRTH specification shall apply. Filler shall be as specified in Clause 505.2.4.

13.2.5 Aggregate grading and binder content: The provisions of clause No.507.2.5 of MoRTH specification shall apply. When tested in accordance with IS:2386 Part 1 (Wet grading method), the combined grading of the coarse and fine aggregates and filler shall fall within the limits shown in Table 500-17. The grading shall be as specified in the contract.

TABLE 500-17. Composition of Bituminous Concrete Pavement Layers

Grading	1	2
Nominal aggregate size*	19 mm	13.2 mm
Layer Thickness	50 mm	30-40 mm
IS Sieve ¹ (mm)	cumulative % by weight of total aggregate passing	
45		
37.5		
26.5	100	
19	90 -100	100
13.2	59-79	79-100
9.5	52-72	70-88
4.75	35-55	53-71
2.36	28-44	42-58
1.18	20-34	34-48
0.6	15-27	26-38
0.3	10-20	18-28
0.15	5-13	12-20
0.075	2-8	4-10
Bitumen content % by mass of total mix ²	Min 5.2 *	Min 5.4 **

* The nominal maximum particle size is the largest specified sieve size upon which any of the aggregate is retained.

* * Corresponds to specific gravity of aggregates being 2.7. In case aggregate have specific gravity more than 2.7, the minimum bitumen content can be reduced proportionately. Further the region where highest daily mean air temperature is 30°C or lower and lowest daily air temperature is -10°C or lower, the bitumen content may be increased by 0.5 percent.

13.3 Mixture Design

13.3.1 Requirements for the mixture: The provisions of clause No.507.3.1 of MoRTH specification shall apply. Clause 505.3.1 shall apply.

13.3.2 Binder content: The provisions of clause No.507.3.2 of MoRTH specification shall apply. Clause 505.3.2 shall apply.

13.3.3 Job mix formula: The provisions of clause No.507.3.3 of MoRTH specification shall apply. Clause 505.3.3 shall apply.

13.3.4 Plant trials - permissible variation in job mix formula: The provisions of clause No.507.3.4 of MoRTH specification shall apply. The requirements of plant trials shall be as specified in Clause 505.3.4, and permissible limits for variation as given in Table 500-18.

TABLE 500-18. Permissible Variations in Plant Mix from the Job Mix Formula

Description	Permissible Variation
Aggregate passing 19mm sieve or larger	± 7%
Aggregate passing 13.2 mm, 9.5 mm	± 6%
Aggregate passing 4.75 mm	± 5%
Aggregate passing 2.36 mm, 1.18mm, 0.6mm	± 4%
Aggregate passing 0.3mm, 0.15mm	± 3%
Aggregate passing 0.075 mm	± 1.5%
Binder Content	± 0.3%
Mixing Temperature	± 10°C

13.3.5 Laying trials: The provisions of clause No.507.3.5 of MoRTH specification shall apply. The requirements for laying trials shall be all as specified in Clause 505.3.5. The compacted layers of bituminous concrete (BC) shall have a minimum field density equal to or more than 92 percent of the average theoretical maximum specific gravity (G_{mm}) obtained on the day of compaction in accordance with ASTM D2041.

13.4 Construction Operations

13.4.1 Weather and seasonal limitations: The provisions of clause No.507.4.1 of MoRTH specification shall apply. The provisions of Clause 501.5.1 shall apply.

13.4.2 Preparation of base: The provisions of clause No.507.4.2 of MoRTH specification shall apply. The surface on which the bituminous concrete is to be laid shall be prepared in accordance with Clauses 501 and 902 as appropriate, or as directed by the Engineer. The surface shall be thoroughly swept clean by mechanical broom and dust removed by compressed air. In locations where a mechanical broom cannot get access, other approved methods shall be used as directed by the Engineer.

13.4.3 Geosynthetics: The provisions of clause No.507.4.3 of MoRTH specification shall apply. Where Geosynthetics are specified in the Contract, this shall be in accordance with the requirements stated in Clause 703.

13.4.4 Stress absorbing layer : The provisions of clause No.507.4.4 of MoRTH specification shall apply .Where a stress absorbing layer is specified in the Contract, this shall be applied in accordance with the requirements of Clause 517.

13.4.5 Tack coat: The provisions of clause No.507.4.5 of MoRTH specification shall apply . The provisions as specified in Clause 504.4.6 shall apply.

13.4.6 Mixing and transportation of the mixture: The provisions of clause No.507.4.6 of MoRTH specification shall apply. The provisions as specified in Clauses 501.3, 501.4 and 504.4.7 shall apply.

13.4.7 Spreading: The provisions of clause No.507.4.7 of MoRTH specification shall apply. The general provisions of clauses 501.6 and 501.7 shall apply, as modified by the approved laying trials.

13.4.8 Rolling: The provisions of clause No.507.4.8 of MoRTH specification shall apply. The general provisions of clauses 501.6 and 501.7 shall apply, as modified by the approved laying trials.

13.5 Opening to Traffic: The provisions of clause No.507.5 of MoRTH specification shall apply .Provisions in clause 504.5 shall apply.

13.6 Surface Finish and Quality Control: The provisions of clause No.507.6 of MoRTH specification shall apply. The surface finish of the completed construction shall conform to the requirements of Clause 902. All materials and workmanship shall comply with the provisions set out in Section 900 of these Specifications.

13.7 Arrangements for Traffic: The provisions of clause No.507.7 of MoRTH specification shall apply .During the period of construction, arrangements for traffic shall be made in accordance with the provisions of Clause 112.

13.8 Measurement for Payment: The measurement shall be as specified in Clause 505.8.

13.9 Rate

The contract unit rate shall be all as specified in Clause 504.9, except that the rate shall include the provision of bitumen at 5.2 percent & 5.4 percent for grading 1 and grading 2 by weight of total mix respectively. The variation in actual percentage of bitumen used will be assessed and the payment adjusted plus and minus accordingly.

14. WORKMANSHIP

14.1 GENERAL

14.1.1 A high standard of workmanship in all trades will be required. The Contractor shall ensure that only skilled and experienced tradesmen are employed.

Indian Standards where mentioned in this Specification shall be the latest editions including amendments, if any, issued by Indian Standards Institution, one month prior to the date of receipt of the Tenders.

14.1.2 The contractor shall be responsible for supply, use and maintenance of all construction plant and equipment and he shall ensure that it is suitable for the work and is maintained in such a manner as to ensure safe and efficient working. The Engineer may direct that plant which is not efficient and is prejudicial to the quality of the work be removed from the site and replaced by plant to his satisfaction.

14.1.3 The Contractor shall be responsible for all sub-contractors and he shall ensure their labour and plant is in keeping with the high standards required.

14.1.4 The Contractor's supervisory staff shall be fully experienced in the types of work being carried out under their supervision and capable of ensuring that it is done well and efficiently.

14.1.5 Where required, the Contractor shall furnish such details of his Temporary Works as may be called for by the Engineer and the Contractor shall satisfy the Engineer as to their safety and efficiency. The Engineer may direct that Temporary Works which he considers unsafe or inefficient shall be removed and replaced in a satisfactory manner.

14.2 SITE PREPARATION

14.2.1 The Contractor shall furnish all necessary supervision, labour, materials, equipment and tools for site preparation, clearing and all other works.

14.2.2 The areas required to be cleared shall consist of the work site as directed by the Engineer.

14.3 SUB-SOIL CONDITIONS:

If the results of sub-soil investigations carried out in the past in the vicinity of the proposed site are available with VOCPT will provide for reference.

14.4 EQUIPMENTS:

Dozers, vibratory rollers, dumpers, trucks etc. may be used for carrying out filling work. Three wheel 8 MT / 10 MT Power roller, vibratory roller or sheep foot roller giving a pressure required to obtain the specified density may be used for compaction. Water tankers may be used for watering.

14.5 EXCAVATION:

All excavations (in all sorts of soil, murram, Metal & Rubbles etc.) shall be carried out in conformity with the directions laid here under and in a manner approved by the

Employer. The work shall be so done that the suitable materials available from excavation are satisfactorily utilized as decided upon beforehand.

While planning for excavation, the contractor shall take adequate precautions causing no damages of existing various cables or pipelines etc. The damages shall be made good at contractor's risk and cost.

The excavations shall conform to the lines, grades slopes and levels shown on the drawing or directed by the Engineer. The contractor shall not excavate outside the scope or below the limits of excavation. Subject to the permitted tolerances, any excess depth excavated below the specified levels shall be made good at the cost of the contractor with suitable material of similar characteristics to that removed and compacted as given here under.

All debris and loose material on the slopes of cuttings shall be removed. Necessary back-filling shall be allowed by the side of drains. Surplus excavated material shall be shifted to the designed dumping yard & necessary compaction etc. as per the directions of Engineering.

15. SCHEDULE -A

DETAILS OF PLANT AND EQUIPMENT

The Tenderer shall furnish in the format given below complete list of main plant and equipment available with the tenderer specification and year of manufacture and indication of which plant/ equipment is owned by him.

Description of Plant & equipment	Year of manufacture	Specification	Whether owned or hired	Period of retention in case of hiring

Only a format in which the information is to be given is indicated above. The contractor shall attach additional sheets of bigger sizes to accommodate the necessary information, if required.

16. SCHEDULE 'B'

The contractor shall submit the following along with the Tender in sufficient details to enable evaluation of their grasp of the work and ability to execute it within the Time of Completion.

i) Construction Schedule:

This shall consist of a CPM/Bar chart showing details of completion of various sections of work and the order in which the Contractor proposes to carry out different parts of the works. In preparation of the programme, appropriate allowance should be made for loss of time due to inclement weather. This construction schedule shall form the basis for preparation of detailed CPM schedule to be furnished after the award of the contract.

ii) Employment Schedule:

This shall consist of a chart showing deployment of manpower (including skilled and unskilled labour of various categories) commensurate with the Construction Schedule.

iii) Equipment Use Schedule:

This shall consist of a chart showing deployment of equipment (under various categories) commensurate with the Construction Schedule.

17. SCHEDULE – C

DETAILS OF SIMILAR WORK DONE RELEVANT TO THE QUALIFYING CRITERIA

Sl. No	Client with address	Description of the work	Value of contract (Rs.)	Executed value of Contract	Completion time as stated in the tender (months)	Actual completion of time (week)	Year of completion	Remarks

Note : Copy of certificate from the Employer showing the above details shall be attached in respect of each work.

18. SCHEDULE - D

Sl. No	Client with address	Description of the work	Value of contract (Rs.)	Completion time as stated in the contract	% completion	Year of completion	Remarks
A	Current works in hand						
B	Immediate commitments						

Note: Copy of certificate from the Employer showing the above details shall be attached in respect of each work.

* * * *

19. SCHEDULE - E

EXPERIENCE OF KEY PERSONNEL

The Tenderer shall furnish in the format given below details of the qualifications and experience of key technical personnel proposed for the Contract. Resumes of the key personnel shall be enclosed separately.

On site : Minimum Two Graduate Engineer with not less than 10 years experience in this nature of work

Name	Professional Qualification	Age	Present Position with contractor	Experience
1) On site				
2) Off site				

Off site : Minimum Two Graduate Engineers & Two Diploma Engineers with not less than 10 years experience in this nature of work

Only a format in which the information is to be given is indicated above. The contractor shall attach additional sheets of bigger sizes to accommodate the necessary information, if required.

* * * *

20. SCHEDULE - F

FINANCIAL TURNOVER

The Tenderer shall furnish in the format given below details of its financial turnover during the last three years with authenticated supporting documents.

Year	Financial Turn over in Rs.
2017-18	
2018-19	
2019-20	

21. SPECIMEN FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY

1. In consideration of the Chairman representing the Board of Trustees of V.O.Chidambaranar Port (hereinafter called "the Port") having agreed to exempt (hereinafter called "the said Contractor(s)" from the demand, under the terms and conditions of Contract awarded in No.dated.....made between.....and for (hereinafter called "the said Agreement") of Performance Security for the due fulfillment by the said Contractor (s) of the terms and conditions contained in the said Agreement, on production of Bank Guarantee for Rs.....(Rupees only).
2. We,*(hereinafter referred to as "the Bank") at the request of (Contractor(s) do hereby undertake to pay to the Port an amount not exceeding Rs..... against any loss or damage caused to or suffered or would be caused to or suffered by the Port by reason of any breach by the said Contractor (s) of any of the terms and conditions contained in the said Agreement.
3. We,* do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Port stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Port by reason of breach by the said Contractor(s) of any of the terms and conditions contained in the said Agreement or by reason of the Contractor(s)' failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs.....
4. We undertake to pay to the Port any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal.
5. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor(s) shall have no claim against us for making such payment.
6. We,* further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Port

under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the Engineering Department, V.O.Chidambaranar Port Trust certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing within three months from the date of expiry of bank guarantee **..... we shall be discharged from all liability under this guarantee thereafter provided further that the Bank shall at the request of the Port but at the cost of the contractors renew or extend this guarantee for such further period or periods as the Port may require.

7. We,* further agree with the Port, that the Port shall have the fullest liberty without our consent and without affecting in any manner our obligations here under to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Port against the said Contractor(s) and to for bear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of the Port, or any indulgence by the Port to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
8. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).
9. We,* lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Port in writing.
10. This guarantee is valid upto(period)

Dated the..... day of..... 2021.
for*

* Indicate here the Name of the Bank

** Indicate here the period or

* * * *

22. FORM OF AGREEMENT

THIS AGREEMENT made this day of (Two Thousand) between the Board of Trustees of the V.O.Chidambaranar Port Trust, a body corporate under Major Port Trusts Act, 1963 (hereinafter called the 'Board' which expression shall, unless excluded by, or repugnant to the context, be deemed to include their successors in office) on the one part AND

..... (hereinafter called the "CONTRACTOR" which expression shall, unless excluded by, or repugnant to the context be deemed to include his heirs, executors, administrators, representatives and assigns or successors in office) on the other Part

WHEREAS the Board of Trustees of the V.O.Chidambaranar Port Trust is desirous of constructing the work **Resurfacing the bituminous surface and rectifying undulations in paver block area at additional berth inside Green Gate at VOC Port Trust**. WHEREAS the Contractor has offered to execute complete and maintain such works and whereas the Board has accepted the Tender of the Contractor and WHEREAS the Contractor has furnished a sum of **Rs.5,27,880/- (Rupees Five Lakhs Twenty Seven Thousand Eight Hundred and Eighty only)** payment made by the bidders should only through online payment gateway in CPP Portal mode as Earnest Money Deposit at the time of tendering, which will be adjusted against Security Deposit at the rate mentioned there in for the due fulfillment of all the conditions of this Contract.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the conditions of Contract hereinafter referred to

2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz.

- a) All Tender Documents as issued by the Employer for this work.
- b) All amendments to the Tender documents as issued by the Employer prior to submission of the bids.
- c) Acceptance Letter issued by the Employer vide No. and all correspondence exchanged between the Employer and the Contractor upto the date of issue of acceptance letter as specifically referred to in the said acceptance letter.

3. The Contractor hereby covenants with the Board of Trustees of V.O.Chidambaranar Port to construct, complete and maintain the "Works" in conformity, in all respects with the provisions of the Contract.

4. The Board of the Trustees of V.O.Chidambaranar Port hereby covenants to pay the Contractor in consideration of such construction, completion and maintenance of the works the "Contract Price" at the time and in the manner prescribed by the Contract.

IN WITNESS WHEREOF the parties here unto have set their hands and seals the day and year first above written

SIGNED, SEALED AND DELIVERED

By the said: By the said:

.....

Name..... Name.....

on behalf of the Contractor on behalf of the Employer

in the presence of: in the presence of:

.....

Name..... Name.....

Address..... Address.....

.....

.....

* * * *

23. PROFORMA OF INTEGRITY PACT

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on ____ day of the ____ (month and year) between, on one hand, the President of India, acting through Shri ____, [designation of the officer], V.O.Chidambaranar Port Trust, Government of India (hereinafter called the "PORT", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/S ____ represented by Shri ____, (hereinafter called the "BIDDER/Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the PORT proposes to execute the work **"Resurfacing the bituminous surface and rectifying undulations in paver block area at additional berth inside Green Gate at VOC Port Trust"** and the BIDDER/Seller is willing to offer/has offered the stores and

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the PORT is a Ministry of the Government of India performing its functions on behalf of the President of India.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence / prejudiced dealings prior to, during and subsequent to the currency of the contract entered into with a view to:

Enabling the PORT to obtain the desired said work at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the PORT will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereby agree to enter into this Integrity Pact and agree as follows:

1. Commitments of the PORT

1.1. The PORT undertakes that no official of the PORT, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2. The PORT will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

1.3. All the officials of the PORT will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the PORT with full and verifiable facts and the same is prima facie found to be correct by the PORT, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the PORT and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the PORT the proceedings under the contract would not be stalled.

3. Commitments of BIDDERS

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:

3.1. The Bidder will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Port, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the Contract.

3.2. The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the PORT or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.

3.3. BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.

3.4. BIDDERS shall disclose the payments to be made by them to agents/ brokers or any other intermediary, in connection with this bid/contract.

3.5. The BIDDER further confirms and declares to the PORT that the BIDDER is the original manufacturer / integrator / authorized government sponsored export entity of the stores and has not engaged any individual or firm or company whether Indian or foreign to intercede,

facilitate or in any way to recommend to the PORT or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

3.6. The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the PORT or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

3.7. The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

3.8. The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

3.9. The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the PORT as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

3.10. The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.11. The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.12. If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the PORT, or alternatively, if any relative of an officer of the PORT has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.

The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act, 1956.

3.13. The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the PORT.

4. Previous Transgression

4.1. The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

4.2. The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Sanctions for Violations

5.1. Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the PORT to take all or any one of the following actions, wherever required:

(i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

(ii) The Bid Securing Declaration (in pre-contract stage) shall be imposed and / or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the PORT and the PORT shall not be required to assign any reason therefor.

(iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

(iv) To recover all sums already paid by the PORT, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the PORT in connection with any other contract for any other stores, such outstanding payment could also be utilised to recover the aforesaid sum and interest.

(v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the PORT, along with interest.

(vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the PORT resulting from such cancellation/rescission and the PORT shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

(vii) To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the PORT.

(viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.

(ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the PORT with the BIDDER, the same shall not be opened.

(x) Forfeiture of Performance Bond in case of a decision by the PORT to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.2. The PORT will be entitled to take all or any of the actions mentioned at para 6.1 (i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal Code, 1860, or Prevention of Corruption Act, 1988, or any other statute enacted for prevention of corruption.

5.3. The decision of the PORT to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

6. Fall Clause

6.1. The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry / Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub system was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the PORT, if the contract has already been concluded.

7. Independent Monitors

7.1. There shall be Independent Monitors (hereinafter referred to as Monitors) appointed by the PORT for this Pact in consultation with the Central Vigilance Commission. The Independent External Monitors appointed by Port are as follows:

1. Shri. A. Radhakrishna Kini, IPS (Retd.),
B91, Vishrantika CGHS,
Sector 3, Dwarka Plot 5A,
New Delhi - 110 078.
Mail id: arvkini2004@yahoo.co.in
2. Shri. Arun Kumar, CSS (Retd.),
B308, Third Floor,
Aishwarya Opulence Apartment,
Out Ring Road,
Marathahalli,
Bangalore - 560 037.
Mail id: kumararun_53@rediffmail.com

7.2. The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

7.3. The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

7.4. Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.

7.5. As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the PORT.

7.6. The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the PORT including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

7.7. The PORT will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

7.8. The Monitor will submit a written report to the Foreign Secretary, Ministry of External Affairs, within 8 to 10 weeks from the date of reference or intimation to him by the PORT / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

8. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the PORT or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

9. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the PORT.

10. Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

11. Validity

11.1. The validity of this Integrity Pact shall be from the date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the PORT and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

11.2. Should one or several provisions of this Pact turn out to be invalid, the remainder of this pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

12. The parties hereby sign this Integrity Pact at _____ on ____

PORT
Name of the Officer.
Designation
V.O.Chidambaranar Port Trust
Tuticorin

BIDDER
CHIEF EXECUTIVE OFFICER

Witness

Witness

1. _____

1. _____

2. _____

2. _____

24. EMPLOYEES STATE INSURANCE ACT, 1948

- i. The contractor should adhere to the Employees State Insurance Act 1948 (34 of 1948)
- ii. The Tender shall be issued to the Contractor only if the contractor has registered under ESI Act 1948 and has obtained separate ESI Code.
- iii. If the contractors failed to comply with the ESI Act, it is the duty of Principle Employer i.e PORT TRUST to recover from the contractors bill and make payment to ESI.

25. EMPLOYEES PROVIDENT FUND (EPF) & MS ACT, 1952

- i. The Contractor has to comply with all provision contained in EPF & MS ACT, 1952.
- ii. Rate quoted in BoQ (Price Bid) shall not include EPF component. The claim for EPF component shall be admitted as per actual on submission of documentary proof of payment made to EPF Authorities along with full details of manpower deployed and calculation of contribution.
- iii. Tender shall be issued only if the contractor has separate EPF Code.

26. EXTRA ADDITIONAL SECURITY DEPOSIT (EASD):

Over and above the E.M.D, tenderer quoting rebate more than 15% on the cost of work put to tender shall have to pay an 'Extra / Additional Security Deposit (E/A.S.D)' separately. E/ASD wherever applicable will be collected from the successful bidder along with the Initial Security Deposit (ISD) after issuing the Letter of Intent (LOI). Back-out from the offer by the successful bidder after issue/ receipt of LOI or non deposit of E/ASD by the successful bidder will liable for forfeiture of EMD and debarment of the bidder from participating in any future tender of VOCPT. E/ASD may be accepted in form of RTGS/NEFT/any other e-mode payable V.O.Chidambaranar Port Trust, Tuticorin, Tamilnadu State, India or Bank Guarantee.

Extra/ Additional Security Deposit (E/ A.S.D)=
$$\frac{A \times \text{cost of work put to tender}}{100}$$

Where A = Percentage rebate quoted on the cost of work put to tender by the tenderer minus 15 (Fifteen).

Example: If the tenderer desires to quote percentage rebate 25% (Twenty five) percent, then the Extra/ Additional Security Deposit (E/ A.S.D) shall be worked out as under.

$$\text{E/ A.S.D Amount} = \frac{(25 - 15) \times \text{cost of work put to tender}}{100}$$

Note: The RTGS/NEFT or Bank Guarantee shall be valid upto maintenance period of contract. The E.A.S.D will be released on satisfactory completion of the work/after completion of maintenance period.

27. Goods and Services Tax:

- a) As per GST Act, invoice in the prescribed format has to be issued by a registered dealer on or before the time when goods are removed for supply (where supply involves movement) and on or before the time when delivery is received by the recipient (where movement of goods is not involved).
- b) The law has laid down conditions to avail GST input tax credit on supply of goods or services. All of the following conditions need to be satisfied to avail GST Input credit:
 - The dealer should be in possession of Tax Invoice / Debit or Credit Note / Supplementary Invoice issued by a supplier registered under GST Act.
 - The said goods / services have been received.
 - Returns (GSTR-3) have been filed.
 - The tax charged has been paid to the Government by the supplier.
- c) As a service provider, contractors / professionals etc., shall issue the invoice within 60 days to the Port from the date of providing service. If the invoice is not issued within the time limit, then penalty and / or interest shall be applicable. If any of the contractors / professionals do not issue invoices as aforesaid and do not file tax return by due date, Port cannot avail the ITC. Further, Port has to pay the said ITC availed with Interest and penalty as applicable under the GST rule. Therefore, in the event of default of the contractor on the above grounds, the said amount paid / payable to the Government by Port shall be recovered from any money due to the contractor or adjusted against the performance security / security deposit.
- d) Similarly the claim of GST at a later stage i.e. in the next Financial Year shall not be admitted by Port as time limit has been fixed for availing tax credit.
- e) For any correction in Invoice claimed, it shall be through Debit note / Credit note / supplementary invoice only, as all the invoices are to be uploaded in the GSTN portal.

28. Rates: - The tenderers shall quote their rates for the finished items of work only as given in the schedule. It shall be clearly understood that no increase in the rates tendered for will be permissible on any account after the tenders are opened: The rates should be noted correctly both in figures and words.

The rates specified in the schedule of quantities include provision for maintaining the work executed under this contract free from defects for the period specified from the date of completion of the work.

Procedure for dealing with ambiguities in rates:

- a) When there is difference between the rates given by the contractor in words, the rates which correspond to the amounts worked out by the contractor shall be taken as correct.
- b) When the item of amount of an item is not worked out by the contractor, or if it does not correspond with rates written either in figure or in words, then the rate quoted by the contractor in words shall be taken as correct.
- c) When the rate quoted by the contractor in figures and in words tallies, but the amount is not worked out correctly, the rates quoted by the contractor shall be taken as correct and the amount.
- d) In the case of percentage rate tender, the tenderer's are required to quote their rates, both in amount as well as in the percentage below/above the rates entered in the schedule. In such a cases, in the event of arithmetical error committed in working out the amount by the contractor, the tendered percentage and not the amount should not be taken into account.

29. Acceptance of Bank Guarantee: - "Bank Guarantee, obtained from the Nationalized/Scheduled bank in the format prescribed by the Port, Shall be in compliance with for a digital confirmation for the Bank Guarantee".

NOTICE INVITING e-TENDER FOR THE WORK “Resurfacing the bituminous surface and rectifying undulations in paver block area at additional berth inside Green Gate at VOC Port Trust.”

TENDER ACCEPTANCE LETTER
(To be given on Company Letter Head)

To

The Chief Engineer,
V.O.Chidambaranar Port Trust,
Tuticorin - 4

Sir,

Subject: Acceptance of Terms & Conditions of Tender for “Resurfacing the bituminous surface and rectifying undulations in paver block area at additional berth inside Green Gate at VOC Port Trust.” -Reg.

Tender Reference No: 05CE/HMD/2021-22/D.1488

Dt: 22.06.2021 .

1. I/ We have downloaded / obtained the tender document(s) for the above mentioned Tender/Work from the web site(s) namely: _____ as per your advertisement, given in the above mentioned website(s).
2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. _____ to _____ (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I / we shall abide hereby and agree the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by V.O.Chidambaranar Port Trust for the above subject work has also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.
5. I / We do hereby declare that our firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.
6. I / We certify that all information furnished by me/ us is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then V.O.Chidambaranar Port Trust shall without giving any notice or reason therefore, summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including my consent to take action as per Bid Securing Declaration furnished.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

LAYOUT

